



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

REGULAR BOARD MEETING
AGENDA

THURSDAY, SEPTEMBER 17, 2020
CLOSED SESSION - 6:00 PM • OPEN SESSION – 7:00 PM

BOARD OF DIRECTORS

Director, Channing Hawkins, President
Director, Kyle Crowther, Vice President
Director, Dr. Michael Taylor
Director, Greg Young
Director, Dr. Clifford Young

"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Board Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 807-977-6383 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8079776383>. Public comment may also be submitted via email to the Public Affairs Manager, Naseem Farooqi at nfarooqi@wvwd.org. The webinar will also be available for public viewing by visiting www.wvwd.org. If you require additional assistance, please contact nfarooqi@wvwd.org.

OPENING CEREMONIES

Call to Order
Pledge of Allegiance
Opening Prayer
Roll Call of Board Members

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATION

1. Update On Telephone System & Internet Services Upgrades
2. Public Affairs Department Progress Update

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

1. August 6, 2020 - Regular Board Meeting Minutes. **(Page 6)**
2. Monthly Financial Report - August 2020. **(Page 13)**
3. Monthly Purchasing Report - August 2020. **(Page 16)**
4. Monthly Treasurer Report - August 2020. **(Page 22)**
5. Monthly Cash Disbursement Report - August 2020. **(Page 23)**
6. Bank Reconciliation Policy - August 2020. **(Page 35)**
7. Billing and Cash Receipts Policy. **(Page 50)**
8. Cisco Flex Maintenance and Support Agreement with ConvergeOne. **(Page 120)**
9. Grant of Easement from SRPF B/10336 Alder, LLC for Alder Commerce Center. **(Page 126)**
10. Water System Infrastructure Installation and Conveyance Agreement with Fontana 37, LLC (Tract 20018). **(Page 137)**

11. Water System Infrastructure Installation and Conveyance Agreement with Fontana 37, LLC (Tract 20018 OFFSITE). **(Page 169)**
12. Award of Contract for Zone 7 Pressure Regulation Valve and Main Line Improvements at Lytle Creek Road to El-Co Contractors, Inc. **(Page 194)**
13. Amendment to Task Order No. 1 with Engineering Resources of Southern California, Inc. for Construction Staking Services for Zone 7 Pressure Regulations Valve and Main Line Improvements at Lytle Creek Road. **(Page 196)**
14. Participation in the 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan. **(Page 206)**
15. Approve Change Order No. 1 for the design of Lord Ranch Site Grading and Pavement Improvement Project to Engineering Resources of Southern California, Inc. **(Page 212)**
16. Approve Change Order No. 1 for the Design of Lord Ranch 1.0 MG Welded Steel Reservoir Project to Engineering Resources of Southern California, Inc. **(Page 221)**
17. Approve Contact Amendment Letter for Laydown Area for the Casmalia Street Main Replacement Project for El-Co Contractor, Inc. **(Page 229)**
18. Approve the Inclusion of the Inland Empire Utilities Agency's Meter Equivalent Charge on West Valley Water District Water Billings. **(Page 234)**
19. Public Affairs Strategic Communication Plan. **(Page 243)**
20. Request to Lift Hiring Freeze for Critical Need Positions: Supervising Water System Operator (2), AWSO/WSO I – III and Associate Engineer with PE. **(Page 260)**
21. Request to Approve the Sequential Numbering of the Current Classification and Salary Schedule; and to Establish a 2.5% or 3.6% Annual Merit Increase Process. **(Page 262)**
22. Request to Approve Change in Organizational Structure of the Operations Department by Approving the Creation of a Separate Treatment Division and Reclassifying the Current Chief Water System Operator to Operations Manager for Treatment. **(Page 272)**
23. Request to Approve a Professional Services Agreement to Retain Services for 90-Days Term Limit to Perform Duties and Responsibilities of Supervising Water Quality Systems Operator-Water Quality. **(Page 274)**

BUSINESS MATTERS

Consideration of:

24. Approval of a Professional Services Agreement with Carollo Engineers to Execute the USEPA WIFIA and State Revolving Fund Loan Application Processes. **(Page 307)**

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

- 1. Board Members**
- 2. Legal Counsel**
- 3. General Manager**

UPCOMING MEETINGS

1. September 17, 2020 - West Valley Water District Board of Directors Regular Board Meeting at 7:00 p.m. (6:00 p.m. Closed Session), at District Headquarters
2. October 1, 2020 - San Bernardino Valley Municipal Water District Board of Directors Workshop-Resources at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
3. October 5, 2020 - San Bernardino Valley Municipal Water District Basin Technical Advisory Committee at 1:30 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
4. October 6, 2020 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
5. October 8, 2020 - San Bernardino Valley Municipal Water District Board of Directors Workshop-Policy at 2:00 p.m., 380 Vanderbilt Way, San Bernardino, CA 92408
6. October 13, 2020 - San Bernardino Valley Municipal Water District Board of Directors Workshop-Engineering at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
7. October 15, 2020 - San Bernardino Valley Municipal Water District Advisory Commission on Water Policy at 6:30 p.m., 380 Vanderbilt Way. San Bernardino, CA 92408
8. October 20, 2020 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408

CLOSED SESSION

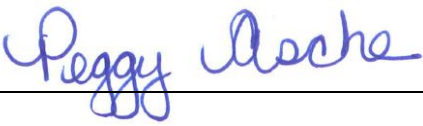
1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956 9: Number of Cases: Three (3)
2. CONFERENCE WITH LABOR NEGOTIATOR (54957.6) District Negotiators; Martin Pinon, Robert Tafoya, Union Negotiators; Re: International Union of Operating Engineers, Local 12
3. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s): Assistant General Manager

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Government Code Section 54957 Title (s): Chief Financial Officer
5. REJECTION OF CLAIM – A Claim was filed against WVWD by Radivoi Nesity. claimant(s): Radivoi Nesity vs West Valley Water District; Claim No. 21-0178

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on September 14, 2020.



Peggy Asche, Executive Assistant

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
August 6, 2020

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lizett Santoro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cynthia Birts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Schaack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Olson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance - Led by Director Dr. Clifford Young
- Opening Prayer - Led by Pastor Gabriel Araya from Casa Del Rey
- Call to Order
- Roll Call of Board Members

ADOPT AGENDA

Director Greg Young motioned to adopt the agenda and Director Dr. Clifford Young second the motion with no discussion. The following vote was taken:

WVWD

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

PUBLIC PARTICIPATION

Naseem Farooqi, External Affairs Manager, stated that there are several individuals via Zoom wishing to address the Board members on an item that is on the agenda regarding the passing of Mr. Donald Griggs. However, at this time he is requesting that public comments be provided during the time of the agenda item. Mr. Farooqi asked are there anyone wishing to speak on items not listed on the agenda to please raise their hands virtually or start speaking. Hearing none, the meeting continued.

PRESENTATION

- Special Districts Leadership Foundation (Our Commitment to Excellence).

Ms. Cynthia Birts, Public Affairs Analyst, provided a brief update on the District of Distinction, Phase II, stating that it is the District's commitment to transparency and accountability. Step one, the Board of Directors gave direction in January 2020 to complete the process for the application with the Special District Leadership Foundation (SDLF). In May 2020 all required documents were submitted for review by the SDLF and in June 2020 SDLF approved the District's Transparency Certification of Excellence, which means the District is now considered a District of Distinction. As a District of Distinction, the District will be required to maintain all policy and procedures best practices; Board and Staff professional development; and maintain 3 years of acceptable annual audits. The next step is to achieve the Special District Governance Certificate District of Distinction Gold Level. All Board members will have to complete the following steps: Governance Foundations; Setting Direction/Community Leadership; Board's Role in Human Resources; Board's Role in Finance and Fiscal Accountability; and complete 10 hours of continuing education. The Ethics and Harassment training courses count toward the 10 hours. Once three of the Board members complete the training requirements, the District will reach the Silver status and when all Board members complete the trainings, the District will reach Gold.

- Update on the Oliver P. Roemer Water Filtration Facility Expansion Project.

Linda Jadeski, Engineering Services Manager, provided a brief update on the 16 MGD Expansion at the Oliver P. Roemer Water Filtration Facility project stating that she would like to introduce Mr. Jamal Awad who is the Project Manager, GHD, who is the consultant working on this project. Mr. Awad has over 30 years of experience in water quality and treatment. Mr. Awad thanked the Board and staff for this opportunity stating the GHD is employee owned and have been in business since 1928 providing engineering, environmental, and construction services. Mrs. Jadeski gave a brief update on the history at Oliver P. Roemer WFF stating that it was constructed in 1995 to utilize Lytle Creek surface water rights and expanded the treatment capacity from 7.2 mgd to 9.6 mgd in 1998. In 2006,

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Phase 1 and 2 expanded the capacity from 9.6 mgd to 14.4 mgd as well as expanded the turbidity treatment process, ultraviolet disinfection, influent blending pond and 3 sludge drying basins, Granular Activated Carbon and Lytle Creek Pump Station. In 2007, Phase 3 was put on hold due to the recession. Moving forward there is a resurgence in development and increased water demand is needed. This expansion would treat additional State Project (SWP) water and SWP is used to supplement our groundwater well production. There has been a loss in supply reduction due to four wells being shut down to contaminants which totals over 10 mgd. Future development in the District’s service area is expanding particularly in the north end and there is 34% undeveloped land. The projected new development is over 21,000 connections with a peak day demand of 53.8 mgd. The Roemer expansion is needed before the development occurs. The projected new revenue over 25 years will be paid by Developers in the capacity charges which is estimated at \$3 - \$6 million annually and will pay for the Roemer Expansion and new Wells. There will be no rate increases for existing customers. Mrs. Jadeski asked Mr. Shamindra Manbahal, Chief Financial Officer, to discuss financing. Mr. Manbahal provided two very different raw funding options with a combination of WIFIA and Revenue Bonds. The Board ensued in a lengthy discussion about financing.

CONSENT CALENDAR

Director Dr. Michael Taylor motioned to adopt and move Items No. 1 – 14 and Vice President Kyle Crowther second the motion. The CFO requested that he would like to comment on Item No. 12 for separate discussion and Director Greg Young requested a friendly amendment to pull Item No. 10 as well for separate discussion. Director Dr. Michael Taylor requested to move Items No. 1 -14. A vote was taken and the motion failed to pass 2 to 3.

RESULT:	DEFEATED [2 TO 3]
MOVER:	Michael Taylor, Director
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther
NAYS:	Channing Hawkins, Clifford Young, Gregory Young

CONSENT CALENDAR

At this time, Director Greg Young motioned to adopt the Consent Calendar moving Items No. 10 and 12 for separate consideration. Hearing no changes, Director Dr. Clifford Young second the motion and the following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg Young, Director
SECONDER:	Clifford Young, Director
AYES:	Michael Taylor, Greg Young, Clifford Young, Kyle Crowther, Channing Hawkins

1. **BOARD OF DIRECTORS - SPECIAL MEETING MINUTES - MAY 19, 2020.**
2. **BOARD OF DIRECTORS - REGULAR MEETING MINUTES - MAY 21, 2020.**
3. **BOARD OF DIRECTORS - SPECIAL MEETING MINUTES - MAY 27, 2020.**

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4. **BOARD OF DIRECTORS - REGULAR MEETING MINUTES - JUNE 4, 2020.**
5. **BOARD OF DIRECTORS - SPECIAL MEETING MINUTES - JUNE 6, 2020.**
6. **BOARD OF DIRECTORS - SPECIAL MEETING MINUTES - JUNE 12, 2020.**
7. **BOARD OF DIRECTORS - REGULAR MEETING MINUTES - JUNE 18, 2020.**
8. **BOARD OF DIRECTORS - SPECIAL MEETING MINUTES - JUNE 23, 2020.**
9. **BOARD OF DIRECTORS - REGULAR MEETING MINUTES - JUNE 25, 2020.**
10. **APPROVAL OF EMPLOYEE HEALTH AND WELL-BEING INCENTIVE PROGRAM.**

The Board voted unanimously to move Items No. 10 and 12 for separate consideration to Business Matters during the adoption of the agenda.
11. **APPROVAL OF REVISION FOR PANDEMIC RESPONSE PLAN.**
12. **APPROVAL OF FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA OR ACT) REGARDING EMPLOYERS TO PROVIDE EMPLOYEES UP TO 80 HOURS OF SICK LEAVE RELATED TO COVID-19.**

The Board voted unanimously to move Items No. 10 and 12 for separate consideration to Business Matters during the adoption of the agenda.
13. **APPROVAL OF PAYMENT TO IVIE MCNEILL WYATT PURCELL & DIGGS FOR PROFESSIONAL SERVICES RENDERED IN JUNE 2020, INVOICE NO. 743253, \$4,422.50.**
14. **APPROVAL OF PAYMENT TO ALBRIGHT, YEE & SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN JUNE 2020, INVOICE NO. 26406, \$1,884.00.**

BUSINESS MATTERS

10. WVWD EMPLOYEE HEALTH AND WELL-BEING INCENTIVE PROGRAM

Director Greg Young inquired with Staff what is required to receive these incentives and the requirements for this program. Mr. Manbahal, Chief Financial Officer, stated that there are no requirements and that it is a program being introduced for employees that would like to participate in retiring and use as a retirement incentive or seek employment elsewhere. Hearing no further comments, Director Greg Young motioned to approve this item and Director Dr. Clifford Young second the motion. The following vote was taken:

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RESULT: APPROVED [UNANIMOUS]
MOVER: Gregory Young, Director
SECONDER: Clifford Young, Director
AYES: Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

12. FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA OR ACT)

Mr. Manbahal, Chief Financial Officer, stated that he has one concern regarding the staff report stating “Additionally, staff recommends that the Board consider approving reimbursing employees for associated costs employees incurred when testing and quarantining. Examples of these expenses are: copays, the cost of the test, and hotel stays.” Mr. Manbahal is objecting to this language because the District is having a challenging time getting reimbursed from FEMA. FEMA does not reimburse for these type of expenses and the District should not commit itself to this. Director Greg Young made a motion to approve this item with the CFO’s recommendation and Director Dr. Michael Taylor second the motion. The following vote was taken:

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Young, Director
SECONDER: Michael Taylor, Director
AYES: Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

15. CONTRACT FOR ELECTRICAL POWER ATS REPLACEMENT AT ROEMER PLANT

Director Dr. Michael Taylor motioned to approve this item. Hearing no comments, Director Dr. Clifford Young second the motion and the following vote was taken:

RESULT: APPROVED [UNANIMOUS]
MOVER: Michael Taylor, Director
SECONDER: Clifford Young, Director
AYES: Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

16. A TRIBUTE TO MR. DON GRIGGS

President Hawkins stated that Mr. Don Griggs was a well-known face at West Valley Water District’s Board meetings. Mr. Don Griggs served with honor and integrity as the President of the West Valley Water Ratepayers Association and the Westside Action Group. In addition to his work in the utility industry, he fought for over 40 years to improve the political economic condition for particularly African Americans in our local community and throughout the county. Ultimately, his leadership and tenacity for civil rights led to equitable improvements and victories for every resident. His life and legacy of leadership service and most of all his mentorship and friendship, will be missed by all. At the last Board of Directors meeting, President Hawkins asked to bring back this item for the Board to discuss and give a proper tribute to Mr. Griggs. Therefore, President Hawkins is asking his colleagues to join him in honoring Mr. Griggs for his lifetime service to our community most especially as the President of West Valley Water

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Ratepayers Association. The District received three letters that were provided to each Board member from Community Leaders regarding Mr. Don Griggs. One letter is from Mayor Deborah Robertson, second letter from Rev. Dr. Joshua Beckley from Ecclesia Christian Fellowship, and the third letter from the Interim President, WVWD Ratepayers Association, Dr. Jean Peacock, Ph.D. At this time, President Hawkins asked Mr. Farooqi for public comment. Mr. Farooqi requested comments from the public. Dr. Jean Peacock, Walter S. Hawkins, Councilman Joe Baca, Hardy Brown, Mayor Deborah Robertson, Dr. Joshua Beckley and Mrs. Celeste Griggs addressed the Board members for consideration of naming the Hydro Electric Generation Plant in honor of Donald Griggs. President Hawkins made a motion to name the Hydro Electric Generation Plant after Mr. Donald Griggs and Director Dr. Michael Taylor second the motion. Director Greg Young inquired with Legal Counsel stating that the wording for this item was not agenzized as naming a fixed asset, only as a tribute. Mr. Robert Tafoya, Legal Counsel, stated that a tribute could include naming a building after Mr. Donald Griggs and he believes that this agenda item is proper. Director Greg Young stated that he has several concerns regarding this item, but he does want to pass along his heartfelt condolences to the family of Donald Griggs. It is certainly right and just for the District to honor his commitment to the community. However, there are concerns of naming a fixed asset like this in this manner. There is only one asset in the District named after someone which is the Oliver P. Roemer Water Filtration Facility and it should be a very high bar philosophically of naming a facility after someone. Director Greg Young feels that a fixed asset in the District should be named after someone of many years of involvement in the water industry or of this agency. He is perplexed as to why the District would name a Plant after someone who only recently has been involved with the District. The Board ensued in a lengthy discussion, and a substitute motion was made by Vice President Kyle Crowther to table this item to a subsequent Board meeting. Director Dr. Clifford Young second the motion. The item was approved to table to next regularly scheduled Board meeting with President Hawkins and Director Dr. Michael Taylor voting “no”:

RESULT:	TABLED [3 TO 2]
MOVER:	Kyle Crowther, Vice President
SECONDER:	Clifford Young, Director
AYES:	Kyle Crowther, Clifford Young, Gregory Young
NAYS:	Channing Hawkins, Michael Taylor

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members

- Director Greg Young thanked everyone for attending the Board meeting and thanked Staff for the great presentations. Again, expressed his heartfelt condolences to the Griggs family and to all who knew Mr. Griggs. Very sad to hear of his passing. It is a very difficult time we are living in right now and he wants to wish everyone to stay safe and continue to wear your masks.
- President Hawkins stated that he realizes there was a heated discussion tonight regarding Mr. Griggs and if he said anything above the voice that he should not of used he would like to apologize to his colleagues.

- Director Dr. Michael Taylor stated that he is looking forward to the next Board meeting for further discussion regarding Mr. Griggs.

2. Legal Counsel

Mr. Tafoya reported out of Closed Session that the Board did consider several items, but there were no reportable actions taken.

3. General Manager

CLOSED SESSION

Mr. Tafoya reported out of Closed Session that the Board did consider several items, but there were no reportable actions taken.

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956 9: Number of Cases: Seven (7).
2. CONFERENCE WITH LABOR NEGOTIATOR (54957.6) District Negotiators; Martin Pinon, Robert Tafoya, Union Negotiators; Re: International Union of Operating Engineers, Local 12
3. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s): Assistant General Manager

ADJOURN

There being no further discussion, the meeting adjourned at 9:02 p.m.

Channing Hawkins
President of the Board of Directors
of West Valley Water District

ATTEST:

Peggy Asche, Acting Board Secretary

WVWD

Minutes: 8/6/20



West Valley Water District, CA

Budget Report Group Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue							
4000 - Water consumption sales	15,656,126.20	15,656,126.20	1,887,256.40	3,954,873.87	0.00	-11,701,252.33	25.26 %
4010 - Water service charges	6,299,071.01	6,299,071.01	519,099.42	1,226,354.31	0.00	-5,072,716.70	19.47 %
4020 - Other operating revenue	3,043,643.97	3,043,643.97	406,132.68	492,195.71	0.00	-2,551,448.26	16.17 %
4030 - Property Taxes	1,773,000.00	1,773,000.00	11,806.78	0.46	0.00	-1,772,999.54	0.00 %
4040 - Interest & Investment Earnings	337,500.00	337,500.00	20,358.74	483.03	0.00	-337,016.97	0.14 %
4050 - Rental Revenue	30,000.00	30,000.00	0.00	5,909.24	0.00	-24,090.76	19.70 %
4060 - Grants and Reimbursements	0.00	0.00	0.00	9,875.00	0.00	9,875.00	0.00 %
4080 - Other Non-Operating Revenue	10,820.00	10,820.00	4,428.73	7,083.34	0.00	-3,736.66	65.47 %
Revenue Total:	27,150,161.18	27,150,161.18	2,849,082.75	5,696,774.96	0.00	-21,453,386.22	20.98 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 08/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense							
4030 - Property Taxes	0.00	0.00	-2.40	0.00	0.00	0.00	0.00 %
5110 - Source Of Supply	1,660,958.00	1,660,958.00	23,267.97	23,267.97	0.00	1,637,690.03	1.40 %
5210 - Production	3,293,040.00	3,293,040.00	356,518.05	509,901.87	22,252.34	2,760,885.79	16.16 %
5310 - Water Quality	689,330.00	689,330.00	43,191.91	89,399.32	565.00	599,365.68	13.05 %
5320 - Water Treatment - Perchlorate	272,500.00	272,500.00	27,246.88	29,163.88	4,070.06	239,266.06	12.20 %
5350 - Water Treatment - FBR/FXB	2,095,343.32	2,095,343.32	114,980.23	181,529.02	65,698.96	1,848,115.34	11.80 %
5390 - Water Treatment - Roemer/Arsenic	1,798,960.00	1,798,960.00	118,012.19	179,711.37	120,731.13	1,498,517.50	16.70 %
5410 - Maintenance - T & D	2,322,909.00	2,322,909.00	97,390.32	225,709.45	365,780.00	1,731,419.55	25.46 %
5510 - Customer Service	1,156,520.00	1,156,520.00	58,942.63	139,799.10	0.00	1,016,720.90	12.09 %
5520 - Meter Reading	991,555.00	991,555.00	52,744.51	121,358.95	24,925.91	845,270.14	14.75 %
5530 - Billing	507,950.00	507,950.00	32,853.13	54,160.42	0.00	453,789.58	10.66 %
5610 - Administration	1,980,910.00	1,980,910.00	77,099.84	176,091.27	47,019.30	1,757,799.43	11.26 %
5615 - General Operations	2,217,094.00	2,217,094.00	100,133.54	575,950.78	183,466.33	1,457,676.89	34.25 %
5620 - Accounting	828,088.00	828,088.00	47,721.16	103,134.16	0.00	724,953.84	12.45 %
5630 - Engineering	1,414,710.00	1,414,710.00	82,754.82	200,273.12	3,272.00	1,211,164.88	14.39 %
5640 - Business Systems	1,145,298.00	1,145,298.00	48,743.27	113,801.32	19,315.51	1,012,181.17	11.62 %
5645 - GIS	227,200.00	227,200.00	10,361.69	25,497.29	0.00	201,702.71	11.22 %
5650 - Board Of Directors	269,900.00	269,900.00	16,149.02	33,151.10	0.00	236,748.90	12.28 %
5660 - Human Resources/Risk Management	826,979.00	826,979.00	53,376.56	102,121.31	8,693.50	716,164.19	13.40 %
5680 - Purchasing	629,574.30	629,574.30	28,450.29	72,187.07	0.00	557,387.23	11.47 %
5710 - Public Affairs	1,027,136.00	1,027,136.00	41,587.55	84,060.17	252,550.00	690,525.83	32.77 %
5720 - Grants & Rebates	41,000.00	41,000.00	1,957.50	2,890.50	0.00	38,109.50	7.05 %
Expense Total:	25,396,954.62	25,396,954.62	1,433,480.66	3,043,159.44	1,118,340.04	21,235,455.14	16.39 %
Report Surplus (Deficit):	1,753,206.56	1,753,206.56	1,415,602.09	2,653,615.52	-1,118,340.04	-217,931.08	87.57 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 08/31/2020

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	1,753,206.56	1,753,206.56	1,415,602.09	2,653,615.52	-1,118,340.04	-217,931.08
Report Surplus (Deficit):	1,753,206.56	1,753,206.56	1,415,602.09	2,653,615.52	-1,118,340.04	-217,931.08



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: AUGUST 2020 - PURCHASE ORDER REPORT

BACKGROUND:

The West Valley Water District (“District”) generated seventy (70) Purchase Orders (“PO”) in the month of August 2020 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of August 2020 was **\$902,046.68**. A table listing all PO’s for August 2020 is shown in **Exhibit A**.

FISCAL IMPACT:

There is no fiscal impact for producing the August 2020 Purchase Order Report.

STAFF RECOMMENDATION:

Receive and file the August 2020 Purchase Order Report.

Respectfully Submitted,

Clarence C. Mansell Jr, General Manager

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ATTACHMENT(S):

1. August 2020 Purchase Order Report

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 08/01/2020 - 08/31/2020

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
21-0026	PO for Chlorine Wells WithOut Treatment 01641 - HASA INC.	Partially Received West Valley Water District	8/4/2020 8/18/2020	0.00	10,000.00
21-0027	PO for Chlorine - Wells With Treatment 01641 - HASA INC.	Partially Received West Valley Water District	8/4/2020 8/18/2020	0.00	5,000.00
21-0028	Chlorine for East Complex 01641 - HASA INC.	Partially Received West Valley Water District	8/4/2020 8/18/2020	0.00	10,000.00
21-0029	Air Compressor and Blower PM Contract for OPR 01707 - Q AIR-CALIFORNIA	Outstanding West Valley Water District	8/4/2020 8/18/2020	0.00	12,732.00
21-0030	Installation of a 4x6 Board in front of CS Center 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	8/4/2020 8/18/2020	0.00	584.54
21-0031	Repairs for Truck 104 01700 - PG MECHANICAL	Completed West Valley Water District	8/4/2020 8/18/2020	0.00	2,415.00
21-0032	Sand for Back Fills 00579 - CEMEX INC	Completed West Valley Water District	8/4/2020 8/18/2020	0.00	506.51
21-0033	Phosphoric Acid FBR BIO Reactors 01269 - UNIVAR USA INC	Outstanding West Valley Water District	8/4/2020 8/18/2020	0.00	2,385.00
21-0034	Acetic Acid for FBR Reactors 00827 - BRENNTAG PACIFIC INC	Outstanding West Valley Water District	8/4/2020 8/18/2020	0.00	15,264.83
21-0035	Staking Service for Casmalia & Lilac Water Main 01440 - ALBERT A WEBB ASSOCIATES	Outstanding West Valley Water District	8/4/2020 8/18/2020	0.00	4,700.00
21-0036	MXU Warranty Repairs 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	8/4/2020 8/18/2020	0.00	24,925.91
21-0037	Enterprise Lease Vehicles 07/03/20 00926 - ENTERPRISE FLEET MANAGEMENT INC	Completed West Valley Water District	8/4/2020 8/18/2020	0.00	5,540.20
21-0038	FBR P.M. CONTRACT AND BLOWERS 01707 - Q AIR-CALIFORNIA	Outstanding West Valley Water District	8/3/2020 8/17/2020	0.00	14,505.00
21-0039	3" WATER METER 00195 - BADGER METER INC	Completed West Valley Water District	8/3/2020 8/17/2020	0.00	1,026.86
21-0040	ICE MAKER FOR BUILDING C 02268 - US BANK-CAL CARD (AL)	Outstanding West Valley Water District	8/5/2020 8/19/2020	0.00	3,375.80
21-0041	Monthly Janitorial Services FY 20-21 00931 - ALL PRO ENTERPRISES INC.	Partially Received West Valley Water District	8/5/2020 8/19/2020	0.00	62,000.00
21-0042	Type 2 Base for Backfill 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Partially Received West Valley Water District	8/5/2020 8/19/2020	0.00	10,000.00
21-0043	Disposal of Excavated Materials 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Partially Received West Valley Water District	8/5/2020 8/19/2020	0.00	10,000.00

Purchase Order Summary Report

Issued Date Range 08/01/2020 - 08/31/2020

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
21-0044	Task Order #2 Casmalia Water Line Replacement 00272 - ENGINEERING RESOURCES INC	Partially Received West Valley Water District	8/5/2020 8/19/2020	0.00	53,600.00
21-0045	WATERLINE & PUMP STN 4-3 AT LORD RANCH CO#2 00272 - ENGINEERING RESOURCES INC	Outstanding West Valley Water District	8/5/2020 8/19/2020	0.00	33,500.00
21-0046	WVWD Newsletter Inserts 01052 - INFOSEND INC	Completed West Valley Water District	8/5/2020 8/19/2020	0.00	1,771.00
21-0047	Babcock - UCMR4 Laboratory Services 01574 - BABCOCK LABORATORIES, INC.	Outstanding West Valley Water District	8/5/2020 8/19/2020	0.00	565.00
21-0048	Electrostatic Disinfection Spray- District Office 00337 - CINTAS CORPORATION	Completed West Valley Water District	8/10/2020 8/24/2020	0.00	982.43
21-0049	Safety Gear Vending Machine Restock 01421 - FASTENAL COMPANY	Completed West Valley Water District	8/10/2020 8/24/2020	0.00	799.70
21-0050	1 1/2" METERS 01577 - IFLOW ENERGY SOLUTIONS INC	Completed West Valley Water District	8/7/2020 8/21/2020	0.00	8,749.57
21-0051	3/4" METERS 01722 - HONEYWELL	Outstanding West Valley Water District	8/7/2020 8/21/2020	0.00	24,793.28
21-0052	3/4' METERS 01722 - HONEYWELL	Outstanding West Valley Water District	8/7/2020 8/21/2020	0.00	24,793.28
21-0053	1" METERS 01722 - HONEYWELL	Outstanding West Valley Water District	8/7/2020 8/21/2020	0.00	21,673.91
21-0054	3/4" METERS 01722 - HONEYWELL	Completed West Valley Water District	8/7/2020 8/21/2020	0.00	24,793.28
21-0055	1" METERS 01722 - HONEYWELL	Outstanding West Valley Water District	8/7/2020 8/21/2020	0.00	21,673.91
21-0056	1" METERS 01722 - HONEYWELL	Outstanding West Valley Water District	8/7/2020 8/21/2020	0.00	2,314.47
21-0057	Steer Tires for Unit 238 02255 - LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORI	Completed West Valley Water District	8/10/2020 8/24/2020	0.00	546.01
21-0058	Copper Order 07-31-20 00748 - YO FIRE	Completed West Valley Water District	8/11/2020 8/25/2020	0.00	517.20
21-0059	Copper Order 07-30/20 00748 - YO FIRE	Completed West Valley Water District	8/11/2020 8/25/2020	0.00	862.00
21-0060	Angle Valve Order 07/28/20 00748 - YO FIRE	Completed West Valley Water District	8/11/2020 8/25/2020	0.00	581.85
21-0061	Casmalia Waterline Replacement Project 00023 - EL-CO CONTRACTORS INC	Outstanding West Valley Water District	8/12/2020 8/26/2020	0.00	259,222.00
21-0062	Sand for Backfills 00579 - CEMEX INC	Outstanding West Valley Water District	8/12/2020 8/26/2020	0.00	10,000.00
21-0063	Trim Mesquite Tree away from Light Pole at HQ 01473 - CALIFORNIA LANDSCAPE & DESIGN INC.	Completed West Valley Water District	8/13/2020 8/27/2020	0.00	690.00

Purchase Order Summary Report

Issued Date Range 08/01/2020 - 08/31/2020

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
21-0064	GARDAWORLD AUGUST 2020 01481 - GARDA CL WEST INC	Completed West Valley Water District	8/10/2020 8/24/2020	0.00	582.18
21-0065	AMR METER REPLACEMENT 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	8/13/2020 8/27/2020	0.00	24,874.25
21-0066	Repairs to Chlorine Bldg Well 8A 02274 - DON PETERSON CONTRACTING, INC	Outstanding West Valley Water District	8/18/2020 9/1/2020	0.00	10,075.00
21-0067	Batteries for Truck 234 and Backhoe B95 01125 - O'REILLY AUTO PARTS	Completed West Valley Water District	8/18/2020 9/1/2020	0.00	576.82
21-0068	Computer Supplies August 2020 01450 - AMAZON	Outstanding West Valley Water District	8/18/2020 9/1/2020	0.00	8,755.13
21-0069	Starter for Backhoe New Holland B95 01394 - SCOTT EQUIPMENT INC.	Completed West Valley Water District	8/18/2020 9/1/2020	0.00	614.18
21-0070	Legal Professional Services 02017 - IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR	Voided West Valley Water District	8/19/2020 9/2/2020	0.00	4,422.50
21-0071	Legal Professional Services 01484 - ALBRIGHT, YEE & SCHMIT, APC	Completed West Valley Water District	8/19/2020 9/2/2020	0.00	1,884.00
21-0072	Cleaning Tool for floor at OPR - Sanitary 01567 - MCMMASTER-CARR SUPPLY COMPANY	Completed West Valley Water District	8/19/2020 9/2/2020	0.00	1,630.21
21-0073	FBR Inland Water Works ANSI Check Valve 00029 - INLAND WATER WORKS SUPPLY CO	Completed West Valley Water District	8/19/2020 9/2/2020	0.00	893.99
21-0074	Roemer Filters 01567 - MCMMASTER-CARR SUPPLY COMPANY	Completed West Valley Water District	8/19/2020 9/2/2020	0.00	573.06
21-0075	Filters for OPR Cleaners/Blower Work 01707 - Q AIR-CALIFORNIA	Completed West Valley Water District	8/19/2020 9/2/2020	0.00	2,014.58
21-0076	Infosend Printing & Postage for Bills & Notices 01052 - INFOSEND INC	Completed West Valley Water District	8/19/2020 9/2/2020	0.00	11,941.90
21-0077	DISTRICT GASOLINE ORDER 01783 - SC COMMERCIAL LLC	Outstanding West Valley Water District	8/19/2020 9/2/2020	0.00	9,366.55
21-0078	Prof. Services Ivie McNeill Wyatt Purcell & Diggs 02017 - IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR	Partially Received West Valley Water District	8/20/2020 9/3/2020	0.00	49,191.80
21-0079	CSDA Professional Development Workshop 00161 - CALIFORNIA SPECIAL DIST ASSOC	Completed West Valley Water District	8/20/2020 9/3/2020	0.00	2,250.00
21-0080	Ram for Filter Waste Gates 01101 - BRENNER - FIEDLER & ASSOCIATES	Outstanding West Valley Water District	8/21/2020 9/4/2020	0.00	1,106.70
21-0081	Network Fleet Service 08/17/20 01514 - NETWORK	Completed West Valley Water District	8/24/2020 9/7/2020	0.00	2,081.93
21-0082	Replace Sloan Diaphragm & ShutOff Valve 01429 - BHI PLUMBING, HEATING AND AIR CONDI	Completed West Valley Water District	8/25/2020 9/8/2020	0.00	850.00
21-0083	HACH - FBR Service Contract 00114 - HACH COMPANY	Completed West Valley Water District	8/25/2020 9/8/2020	0.00	18,414.00

Purchase Order Summary Report

Issued Date Range 08/01/2020 - 08/31/2020

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
21-0084	PM Contract for TOC Analytical Instrument at OPR 00986 - SUEZ WTS ANALYTICAL INSTRUMENTS INC	Outstanding West Valley Water District	8/25/2020 9/8/2020	0.00	5,072.00
21-0085	LAFCO 2020-2021 Apportionment 00547 - SAN BERNARDINO COUNTY	Voided West Valley Water District	8/25/2020 9/8/2020	0.00	20,000.00
21-0086	Chemical Test Kits for OPR 00360 - USA BLUEBOOK	Completed West Valley Water District	8/25/2020 9/8/2020	0.00	505.42
21-0087	Filter 1 Replacement FBR 01567 - MCMMASTER-CARR SUPPLY COMPANY	Completed West Valley Water District	8/25/2020 9/8/2020	0.00	575.66
21-0088	General Pump - Align/Rotate Pump & Motor FBR 01124 - GENERAL PUMP COMPANY INC	Completed West Valley Water District	8/25/2020 9/8/2020	0.00	560.00
21-0089	Enterprise Lease Vehicles 08/05/20 00926 - ENTERPRISE FLEET MANAGEMENT INC	Completed West Valley Water District	8/26/2020 9/9/2020	0.00	4,376.47
21-0090	Emergency Sludge Removal at OPR 02278 - BADGER DAYLIGHTING CORP	Outstanding West Valley Water District	8/26/2020 9/9/2020	0.00	3,753.75
21-0091	License Renewal for Office 365 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	8/26/2020 9/9/2020	0.00	10,560.38
21-0092	COFFEE MAKERS AND AIRPOTS 02268 - US BANK-CAL CARD (AL)	Received West Valley Water District	8/26/2020 9/9/2020	0.00	2,375.42
21-0093	Meter Testing at OPR 01476 - GOLDEN METERS SERVICE INC.	Outstanding West Valley Water District	8/27/2020 9/10/2020	0.00	1,160.00
21-0094	1st Year C+ Warranty/PM on TOC Meter 00986 - SUEZ WTS ANALYTICAL INSTRUMENTS INC	Outstanding West Valley Water District	8/27/2020 9/10/2020	0.00	4,168.00
21-0096	CLEAR CARB ULS DIESEL 01783 - SC COMMERCIAL LLC	Outstanding West Valley Water District	8/31/2020 9/14/2020	0.00	9,450.26

Purchase Order Count: (70)

Total Trade Discount: 0.00

Total: 902,046.68

West Valley Water District
Cash, Investment & Reserve Balances - August 31, 2020

Institution/Investment Type	July 2020 Balance	August 2020 Balance	RESERVE ACCOUNT	Minimum Balance	Target Balance	Maximum Balance
Funds Under Control of the District:			RESTRICTED FUNDS			
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	2016A Bond	\$ 2.96	\$ 2.96	\$ 2.96
	\$ 4,300.00	\$ 4,300.00	Customer Deposit Accounts	\$ 3,347,017.68	\$ 3,347,017.68	\$ 3,347,017.68
Checking and Savings:			Capacity Charge Acct Balance	\$ 13,626,192.92	\$ 13,626,192.92	\$ 13,626,192.92
Chase - General Government Checking	\$ 3,600,914.56	\$ 4,305,154.04	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -		\$ 19,973,213.56	\$ 19,973,213.56	\$ 19,973,213.56
Chase - UTC Routine Checking	\$ 249,578.06	\$ 556,656.81	CAPITAL RESERVE FUNDS			
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50	Capital Project Account - 100% FY 20-21	\$ 9,284,433.00	\$ 9,284,433.00	\$ 9,284,433.00
	\$ 3,899,129.12	\$ 4,910,447.35	Capital Project Account-80% FY 21-22	\$ 10,679,626.00	\$ 10,679,626.00	\$ 10,679,626.00
State of California, Local Agency Investment Fund	\$ 17,287,002.84	\$ 17,287,002.84	Administrative & General Account	\$ 1,269,847.73	\$ 1,269,847.73	\$ 1,269,847.73
US Bank - Chandler Asset Mgmt	\$ 13,288,034.30	\$ 13,287,383.64		\$ 21,233,906.73	\$ 21,233,906.73	\$ 21,233,906.73
CalTrust Pooled Investment Fund - Short Term	\$ 15,744,200.42	\$ 15,754,297.73	LIQUIDITY FUNDS			
CalTrust Pooled Investment Fund - Medium Term	\$ 10,940,102.86	\$ 10,950,904.22	Rate Stabilization Account	\$ 782,806.31	\$ 2,348,418.93	\$ 3,914,031.55
U. S. Treasury Bills			Operating Reserve Account	\$ 4,232,825.77	\$ 8,465,651.54	\$ 12,698,477.31
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Emergency Account	\$ 1,320,117.21	\$ 2,640,234.42	\$ 3,960,351.63
			Water Banking Account	\$ 125,000.00	\$ 625,000.00	\$ 1,250,000.00
Total	\$ 61,162,769.54	\$ 62,194,335.78		\$ 6,460,749.29	\$ 14,079,304.89	\$ 21,822,860.49
Funds Under Control of Fiscal Agents:			OTHER RESERVES			
US BANK			Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
2016A Bond - Principal & Payment Funds	\$ 0.74	\$ 0.74		\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
2016A Bond - Interest Fund	\$ 2.22	\$ 2.22	OPERATING CASH			
Total	\$ 2.96	\$ 2.96	Balance Available for Daily Operations	\$ 9,526,469.16	\$ 1,907,913.56	\$ (5,835,642.04)
Grand Total	\$ 61,162,772.50	\$ 62,194,338.74		\$ 9,526,469.16	\$ 1,907,913.56	\$ (5,835,642.04)
			Grand Total	\$ 62,194,338.74	\$ 62,194,338.74	\$ 62,194,338.74
			UNRESTRICTED RESERVES	\$ 42,221,125.18		

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

Shamindra K. Manbahal

Chief Financial Officer

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2020

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4809	ABF PRINTS INC	Office Supplies	253.21	
4810	CHANDLER ASSET MANAGEMENT	Consultant - July 2020	1,111.71	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	249.50	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	113.25	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	80.00	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	113.25	
4811	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	30.00	
4812	ENTERPRISE FLEET MANAGEMENT INC	Enterprise Lease Vehicles 07/03/20	4,785.50	
4812	ENTERPRISE FLEET MANAGEMENT INC	Enterprise Lease Vehicles 07/03/20	754.70	
4813	FASTENAL COMPANY	HARD HAT FOR PRESIDENT	28.75	
4814	INFOSEND INC	WVWD WATER BILLS/POSTAGE-APRIL 2020	5,150.18	
4814	INFOSEND INC	WVWD WATER BILLS/POSTAGE-MAY 2020	3,018.36	
4814	INFOSEND INC	WVWD WATER BILLS/POSTAGE-JUNE 2020	2,777.95	
4814	INFOSEND INC	WVWD WATER BILLS/POSTAGE-APRIL 2020	15,312.88	
4814	INFOSEND INC	Postage Billing - 04/2020	45.02	
4814	INFOSEND INC	WVWD WATER BILLS/POSTAGE-MAY 2020	8,857.84	
4814	INFOSEND INC	WVWD WATER BILLS/POSTAGE-JUNE 2020	8,124.88	
4814	INFOSEND INC	Monthly Service Fee Apr-May 2020	800.00	
4814	INFOSEND INC	Monthly Service Fee June 2020	400.00	
4814	INFOSEND INC	CIP-Tyler Implementation		1,400.00
4815	LONG, LEON	MEDICARE PART B REIMB-APRIL-JUNE 2020	433.80	
4816	LONG, MARVALINE	MEDICARE PART B REIMB-APRIL-JUNE 2020	433.80	
4817	MCMaster-CARR SUPPLY COMPANY	FBR REPAIRS/MAINTENANCE	440.77	
4817	MCMaster-CARR SUPPLY COMPANY	FBR REPAIRS/MAINTENANCE	479.63	
4817	MCMaster-CARR SUPPLY COMPANY	FBR REPAIRS/MAINTENANCE	465.38	
4817	MCMaster-CARR SUPPLY COMPANY	FBR REPAIRS/MAINTENANCE	438.02	
4817	MCMaster-CARR SUPPLY COMPANY	FBR REPAIRS/MAINTENANCE	487.46	
4817	MCMaster-CARR SUPPLY COMPANY	WTP Supplies	204.67	
4817	MCMaster-CARR SUPPLY COMPANY	WTP Supplies	76.03	
4817	MCMaster-CARR SUPPLY COMPANY	WTP Supplies	382.38	
4818	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	133.96	
4818	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL OF EXCAVATED MATERIALS	250.00	
4818	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL OF EXCAVATED MATERIALS	500.00	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.25	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.06	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.76	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.63	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.57	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.51	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.40	
4819	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.16	
4819	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	4.50	
4819	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.67	
4819	UNIFIRST CORPORATION	UNIFORMS-FBR	4.73	
4819	UNIFIRST CORPORATION	UNIFORMS-FBR	5.21	
4819	UNIFIRST CORPORATION	UNIFORMS-FBR	5.73	
4819	UNIFIRST CORPORATION	UNIFORMS-FBR	5.83	
4819	UNIFIRST CORPORATION	UNIFORMS-WTP	4.62	
4819	UNIFIRST CORPORATION	UNIFORMS-WTP	5.73	
4819	UNIFIRST CORPORATION	UNIFORMS-WTP	5.83	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.61	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
AUGUST 2020

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.61	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.81	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.83	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.83	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.85	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.52	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.61	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.61	
4819	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.73	
4819	UNIFIRST CORPORATION	UNIFORMS-METERS	5.75	
4819	UNIFIRST CORPORATION	UNIFORMS-METERS	5.62	
4819	UNIFIRST CORPORATION	UNIFORMS-METERS	4.42	
4819	UNIFIRST CORPORATION	UNIFORMS-METERS	5.81	
4819	UNIFIRST CORPORATION	UNIFORMS-METERS	5.56	
4819	UNIFIRST CORPORATION	UNIFORMS-METERS	5.77	
4819	UNIFIRST CORPORATION	UNIFORMS-METERS	5.62	
4819	UNIFIRST CORPORATION	JANITORIAL SERVICES	262.92	
4819	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	4.44	
4819	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	4.50	
4819	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	7.79	
4819	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	5.63	
4819	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4821	YOUNG, CLIFFORD	CALPERS LONG TERM CARE JULY 2020	527.91	
4822	AIR & HOSE SOURCE INC	FBR REPAIR/MAINTENANCE	71.12	
4823	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL	112.71	
4824	FASTENAL COMPANY	Safety Gear Vending Machine Restock	799.70	
4825	HASA INC.	WELL #24 CHEMICALS	211.35	
4825	HASA INC.	WELL #54 CHEMICALS	140.90	
4825	HASA INC.	WELL #8 CHEMICALS	352.25	
4825	HASA INC.	WELL #30 CHEMICALS	140.90	
4825	HASA INC.	WELL #15 CHEMICALS	239.53	
4825	HASA INC.	WELL #24 CHEMICALS	112.72	
4825	HASA INC.	WELL #8 CHEMICALS	450.87	
4825	HASA INC.	WELL #15 CHEMICALS	352.25	
4825	HASA INC.	WELL #30 CHEMICALS	242.34	
4825	HASA INC.	WELL #54 CHEMICALS	140.90	
4825	HASA INC.	BLF CHEMICALS	1,549.88	
4825	HASA INC.	WELL #24 CHEMICALS	98.63	
4825	HASA INC.	WELL #8 CHEMICALS	204.30	
4825	HASA INC.	WELL #15 CHEMICALS	288.84	
4825	HASA INC.	WELL #30 CHEMICALS	176.12	
4825	HASA INC.	PECHLORATE WELL#42 CHEMICALS	239.53	
4825	HASA INC.	PECHLORATE WELL#42 CHEMICALS	324.07	
4825	HASA INC.	PECHLORATE WELL#42 CHEMICALS	126.81	
4826	INFOSEND INC	ONLINE PMTS SVC FEE-JULY 2020	400.00	
4826	INFOSEND INC	WVWD Newsletter Inserts	1,541.00	
4827	LOPEZ, ANTHONY P	SAFETY BOOTS REIMBURSEMENT	177.46	
4828	RAMIREZ, YOLANDA	RETIREMENT GIFTS-LETA & ERNIE	751.56	
4829	SAFETY COMPLIANCE COMPANY	SAFETY MEETING7/14/20	225.00	
4829	SAFETY COMPLIANCE COMPANY	SAFETY MEETING 7/14/20	200.00	
4830	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	185.00	
4831	BOOT BARN INC	SAFETY BOOTS-NASEEM	158.22	
4832	CALIFORNIA LANDSCAPE & DESIGN INC.	HQ IRRIGATION REPAIRS	259.36	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	31.50	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	36.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	36.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	1,275.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	1,275.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	1,215.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	1,275.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	1,585.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	1,275.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	1,275.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	706.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	575.25	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	345.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	1,021.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	15.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	6.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	1,479.00	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	1,479.00	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	1,479.00	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	1,479.00	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	167.50	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	165.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	167.50	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	249.50	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FRB	337.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 11	140.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 6	6.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	1,275.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	262.50	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	497.75	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
4833	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	30.00	
4835	DRAKE, LANCE W	SAFETY BOOTS	200.00	
4836	HASA INC.	WELL#1 CHEMICALS	246.57	
4836	HASA INC.	WELL#1 CHEMICALS	302.93	
4836	HASA INC.	BLF CHEMICALS	1,408.98	
4836	HASA INC.	WELL#15 CHEMICALS	317.02	
4836	HASA INC.	WELL#30 CHEMICALS	204.30	
4836	HASA INC.	WELL#8 CHEMICALS	176.12	
4836	HASA INC.	WELL#1 CHEMICALS	267.71	
4836	HASA INC.	WELL#24 CHEMICALS	91.58	
4836	HASA INC.	WELL#54 CHEMICALS	105.67	
4836	HASA INC.	WELL# 42 CHEMICALS	239.53	
4837	INLAND ROAD SERVICE & TIRE	EQUIPMENT REPAIR/MAINTENANCE	419.69	
4838	ABF PRINTS INC	SHOP SUPPLIES	371.74	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4839	ALBERT A WEBB ASSOCIATES	Santa Ana Avenue Water Main Phase 1		1,889.23
4839	ALBERT A WEBB ASSOCIATES	Santa Ana Avenue Water Main Phase 1		1,345.77
4839	ALBERT A WEBB ASSOCIATES	Santa Ana Avenue Water Main Phase 1		2,100.00
4839	ALBERT A WEBB ASSOCIATES	Santa Ana Avenue Water Main Phase 1		1,300.00
4840	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Services for District	5,760.00	
4840	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Services for District	1,540.00	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	25.75	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	12.50	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	33.25	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	20.75	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	20.75	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	45.75	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	42.50	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.75	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	140.00	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	6.75	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
4841	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	33.25	
4842	COMPUTERIZED EMBROIDERY COMPANY INC	RECRUITMENT UNIFORMS-HR	51.68	
4843	DAVID N M TURCH	CONSULTING FEES 6/9/20-7/8/20	12,500.00	
4844	ENTERPRISE FLEET MANAGEMENT INC	Enterprise Lease/Maint Vehicles 08/05/20	3,781.53	
4844	ENTERPRISE FLEET MANAGEMENT INC	Enterprise Lease/Maint Vehicles 08/05/20	594.94	
4845	FASTENAL COMPANY	SHOP SUPPLIES	96.98	
4845	FASTENAL COMPANY	SHOP SUPPLIES	29.02	
4846	GARDEN INTERIORS	PLANTS MAINTENANCE-AUGUST	424.00	
4847	HACH COMPANY	CHEMICALS-ROEMER	39.95	
4847	HACH COMPANY	CHEMICALS-ROEMER	33.51	
4847	HACH COMPANY	CHEMICALS-ROEMER	463.70	
4848	HASA INC.	ROEMER CHEMICALS	2,934.20	
4849	HONEYWELL	3/4" SENSUS METERS		23,957.51
4850	INFOSEND INC	Infosend Printing/Postage for Bills/Notices-July	3,114.91	
4850	INFOSEND INC	Infosend Printing/Postage for Bills/Notices-July	8,826.99	
4851	LIEBERT CASSIDY WHITMORE	HR MEMBERSHIP FEE	3,875.00	
4852	MCMASTER-CARR SUPPLY COMPANY	Roemer Filters	573.06	
4852	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	398.76	
4853	Q AIR-CALIFORNIA	Roemer-Filters for OPR Cleaners/Blower Work	2,014.58	
4854	SAFETY COMPLIANCE COMPANY	SAFETY MEETING	225.00	
4855	SB VALLEY MUNICIPAL	MONTHLY BASELINE FEEDER-JUNE 2020	2,200.00	
4855	SB VALLEY MUNICIPAL	MONTHLY BASELINE FEEDER-JUNE 2020	26,794.07	
4855	SB VALLEY MUNICIPAL	MONTHLY BASELINE FEEDER-JUNE 2020	42,239.32	
4855	SB VALLEY MUNICIPAL	BLF ELECTRIC-MAY 2020	67,412.58	
4855	SB VALLEY MUNICIPAL	BLF ELECTRIC-JUNE 2020	50,830.34	
4855	SB VALLEY MUNICIPAL	BLF ELECTRICITY-JULY 2020	49,553.60	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.06	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.76	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.16	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.25	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.63	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.51	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.57	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.40	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	47.18	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.16	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.40	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.06	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.57	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.63	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.25	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.51	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.76	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.16	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.25	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	6.06	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.40	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.57	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.63	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.76	
4856	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	4.51	
4856	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	5.67	
4856	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.50	
4856	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	5.67	
4856	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.50	
4856	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	5.67	
4856	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	4.50	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.21	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.73	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	4.73	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.73	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.21	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	4.73	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.73	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	4.73	
4856	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	5.21	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS-ROEMER	103.63	
4856	UNIFIRST CORPORATION	WTP JANIT SERVICES-COVID19	97.60	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS ROEMER	100.72	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS ROEMER	105.23	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.62	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.73	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.62	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.73	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.83	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.62	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.73	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.81	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	3.85	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.52	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.73	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.81	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.73	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.52	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	3.85	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	45.01	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.73	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	35.70	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.83	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	5.81	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.61	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	4.52	
4856	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	3.85	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.62	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.62	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.77	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.81	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.56	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.42	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.75	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.81	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.62	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.62	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.75	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.77	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.56	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.42	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	4.42	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.56	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.81	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.77	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.62	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.75	
4856	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	5.62	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4856	UNIFIRST CORPORATION	JANITORIAL SVCS HQ	262.92	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS HQ	256.67	
4856	UNIFIRST CORPORATION	JANITORIAL SVCS HQ	270.82	
4856	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.44	
4856	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.50	
4856	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.50	
4856	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.44	
4856	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.50	
4856	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	4.44	
4856	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT/BOARD	35.84	
4856	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	7.79	
4856	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	4.51	
4856	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	5.63	
4856	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT/BOARD	58.87	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.63	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.51	
4856	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	1.18	
4856	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	47.19	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	4.51	
4856	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	5.63	
78377	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	420.00	
78377	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	3,156.01	
78377	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	1,341.36	
78378	AT&T	WTP FIRE SVC-90987421291781	124.30	
78378	AT&T	CIRCUIT LINES	879.52	
78378	AT&T	Circuit Lines	881.82	
78378	AT&T	SO System Operations BLDG-90987750154220	658.31	
78379	AT&T LONG DISTANCE	WTP LONG DISTANCE-0301695325001	23.17	
78380	BADGER METER INC	3" WATER METER-INVENTORY	1,052.55	
78381	BECKER, PAUL	WELLNESS LUNCHEON FOR STAFF	120.28	
78382	BRIDGE POINT SOUTH RIALTO LLC	DEP REFUNDS-CONTINGENCY/MTR/VALVE BOX		4,750.00
78382	BRIDGE POINT SOUTH RIALTO LLC	DEP REFUNDS-CONTINGENCY/MTR/VALVE BOX		1,320.00
78382	BRIDGE POINT SOUTH RIALTO LLC	DEP REFUNDS-CONTINGENCY/MTR/VALVE BOX		22,544.90
78382	BRIDGE POINT SOUTH RIALTO LLC	DEP REFUNDS-CONTINGENCY/MTR/VALVE BOX		1,136.00
78382	BRIDGE POINT SOUTH RIALTO LLC	DEP REFUNDS-CONTINGENCY/MTR/VALVE BOX		23,830.00
78383	BURRTEC WASTE INDUSTRIES INC	Disposal Fees WTP	254.01	
78383	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES H.Q	693.19	
78384	CEMEX INC	Sand for Back Fills	506.51	
78385	CINTAS CORPORATION	JANITORIAL SERVICES-EXTRA CLEANING-COVID19	295.95	
78385	CINTAS CORPORATION	DISINFECTING OF VEHICLES-COVID19	483.33	
78386	CITY OF RIALTO-ALARM PROGRAM	FALSE ALARM FEES-H.Q	260.10	
78387	DIGITAL IMAGE SOLUTIONS, LLC	Copiers Maint	248.70	
78387	DIGITAL IMAGE SOLUTIONS, LLC	Copiers Maint	305.47	
78387	DIGITAL IMAGE SOLUTIONS, LLC	Copiers Maint	3.57	
78388	EL-CO CONTRACTORS INC	CONTRACTOR LABOR-FRISBEE PARK VAULT/LID		13,083.33
78388	EL-CO CONTRACTORS INC	CONTRACTOR LABOR		5,318.33
78388	EL-CO CONTRACTORS INC	CONTRACTOR LABOR-BIRDSALL PARK LID		4,235.33
78388	EL-CO CONTRACTORS INC	CONTRACTOR LABOR-EAGLE TILE LID		4,483.33
78389	JOHNSON'S HARDWARE INC	METER SUPPLIES	55.22	
78390	LOPEZ, ANTHONY P	D4 CERTIFICATE RENEWAL	105.00	
78391	MELODY SAPP	CUSTOMER REFUND	29.52	
78392	MINUTEMAN PRESS OF RANCHO CUCAMONGA	Installation of a 4x6 Board in front of CS Center	584.54	
78393	O'REILLY AUTO PARTS	Vehicle Maint	158.41	
78394	PG MECHANICAL	Repairs for Truck 104	2,415.00	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
AUGUST 2020

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
78395	RIALTO WATER SERVICES	Office Water	119.51	
78396	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	20.00	
78397	SO CALIFORNIA EDISON	DRISTRICK	20,752.90	
78397	SO CALIFORNIA EDISON	DRISTRICK	16,047.59	
78397	SO CALIFORNIA EDISON	DRISTRICK	15,676.19	
78397	SO CALIFORNIA EDISON	BLF	128.80	
78397	SO CALIFORNIA EDISON	WTP ELECTRIC BILL-JULY 2020	57,130.70	
78399	TIME WARNER CABLE	CABLE/INTERNET SERVICE	187.71	
78400	UNDERGROUND SERVICE ALERT	Aug USA Fees	447.25	
78400	UNDERGROUND SERVICE ALERT	USA Fees	220.26	
78401	VERIZON WIRELESS PHONES	CELLPHONES	5,081.30	
78401	VERIZON WIRELESS PHONES	CELL PHONE	53.95	
78401	VERIZON WIRELESS PHONES	CELLPHONES	735.24	
78401	VERIZON WIRELESS PHONES	CELLPHONES	1,308.53	
78402	YO FIRE	Maint Supplies	64.65	
78403	AQUA-METRIC SALES CO	MXUs for Inventory	24,874.25	
78404	BHI PLUMBING, HEATING AND AIR CONDI	DISTRICT REPAIRS/MAINTENANCE	195.00	
78405	CINTAS CORPORATION	Electrostatic Disinfection Spray- Office COVID19	982.43	
78406	CITY OF RIALTO	UUTAX-JULY 2020	43,127.71	
78406	CITY OF RIALTO	UUTAX-JULY 2020	(179.81)	
78407	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	265.32	
78407	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	84.58	
78408	EMPLOYEE RELATIONS	RECRUITMENT	169.52	
78409	FAST SERVICE	SATELLITE SERVICE-JULY 2020	310.00	
78410	FISH WINDOW CLEANING	JANITORIAL SERVICES-WINDOW CLEANING	175.00	
78411	HAAKER EQUIPMENT COMPANY	PM SERVICE FOR STREET SWEEPER	401.96	
78412	HOME DEPOT	FBR SUPPLIES-TOOLS	254.10	
78413	IFLOW ENERGY SOLUTIONS INC	1 1/2" METERS INVENTORY	8,885.69	
78414	INLAND DESERT SECURITY	ANSWERING SERVICE-RM3424	554.63	
78414	INLAND DESERT SECURITY	ANSWERING SERVICE-RM3422	1,092.30	
78415	JOHNSON'S HARDWARE INC	PRODUCTION REPAIRS/MAINTENANCE	17.66	
78415	JOHNSON'S HARDWARE INC	PRODUCTION REPAIRS/MAINTENANCE	6.44	
78415	JOHNSON'S HARDWARE INC	PRODUCTION REPAIRS/MAINTENANCE	121.69	
78415	JOHNSON'S HARDWARE INC	PRODUCTION REPAIRS/MAINTENANCE	35.51	
78415	JOHNSON'S HARDWARE INC	PRODUCTION REPAIRS/MAINTENANCE	49.18	
78415	JOHNSON'S HARDWARE INC	BIG ALDER RESERVOIR PARTS	30.13	
78416	LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORN	Steer Tires for Unit 238	546.01	
78417	LOWES	METERS SUPPLIES	266.72	
78418	NORM'S REFRIGERATION, LLC	ICE MACHINE REPAIRS	192.50	
78418	NORM'S REFRIGERATION, LLC	ICE MACHINE REPAIRS	240.72	
78419	O'REILLY AUTO PARTS	TRAILER-AIR COMPRESSOR REPAIR	87.63	
78419	O'REILLY AUTO PARTS	BATTERIES FOR JUMP STARTER	65.27	
78420	PACK N MAIL	SATELLITE SERVICE-JULY 2020	247.00	
78421	PG MECHANICAL	BACKHOE REPAIR	420.00	
78422	RIALTO WATER SERVICES	WELL#16 WATER	30.42	
78423	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	20.00	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	9,508.98	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	1,136.96	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	71,329.16	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	18,291.06	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	42,465.40	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	20,093.82	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	21,648.08	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	4,876.83	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
AUGUST 2020

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	1,308.62	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	2,106.22	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	169.40	
78424	SO CALIFORNIA EDISON	ELECTRIC BILL VARIOUS LOCATIONS	4,295.01	
78425	THE GAS COMPANY	WTP GAS BILL	15.92	
78426	YO FIRE	PRODUCTION REPAIR/MAINTENANCE	393.29	
78426	YO FIRE	DOMESTIC MAINS REP/MAINT	277.56	
78426	YO FIRE	DOMESTIC MAINS REP/MAINT	110.25	
78426	YO FIRE	Angle Valve Order 07/28/20	581.85	
78426	YO FIRE	Copper Order 07-30/20	862.00	
78426	YO FIRE	DOMESTIC MAINS REP/MAINT	306.01	
78426	YO FIRE	Copper Order 07-31-20	517.20	
78430	ALBRIGHT, YEE & SCHMIT, APC	Legal Professional Services	1,884.00	
78431	AT&T	TELEMETRY LINE-3393814275852	67.07	
78432	AT&T INTERNET	INTERNET SVC	90.95	
78433	AT&T MOBILITY	CELL PHONES	23.32	
78434	BLAINE TECH SERVICES INC	Snap Sampling For FBR	3,490.50	
78435	CINTAS CORPORATION	JANITORIAL SERVICES-COVID19	295.95	
78435	CINTAS CORPORATION	JANITORIAL SERVICES-COVID19	483.33	
78436	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-JULY 2020	23,267.97	
78436	CITY OF SAN BERNARDINO	BLF WATER-JULY 20/21	34.30	
78436	CITY OF SAN BERNARDINO	BLF WATER-AUG 20/21	34.30	
78437	COUNTY OF SAN BERNARDINO	PERMITS/FEES	201.00	
78438	GARDA CL WEST INC	GARDAWORLD AUGUST 2020	578.13	
78439	GRAINGER INC	PRODUCTION REPAIR/MAINT	91.81	
78440	INTERSTATE BATTERY OF	PRODUCTION REPAIR/MAINTENANCE	410.32	
78441	IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR	Prof. Services Ivie McNeill Wyatt Purcell & Diggs	4,422.50	
78442	JOHNSON'S HARDWARE INC	PRODUCTION REPAIR/MAINT	30.92	
78442	JOHNSON'S HARDWARE INC	PRODUCTION REP/MAINT	73.39	
78442	JOHNSON'S HARDWARE INC	T&D SUPPLIES	64.77	
78443	MICHAEL BAKER INTERNATIONAL, INC	CM Services for Bloomington Phase 3A		2,915.00
78444	RAHBAN CPA & CONSULTING INC	ACCOUNTING CONSULTANTS-POLICY PLANNING	9,855.44	
78445	ROBLES, AL	UNIFORMS ALTERATION FEES-HAWKINS	25.00	
78446	SO CALIFORNIA EDISON	S END SHOP	97.09	
78446	SO CALIFORNIA EDISON	WELL#22 ELECTRIC	11.81	
78446	SO CALIFORNIA EDISON	WELL#17 / 19920 COUNTRY CLUB	3,715.65	
78446	SO CALIFORNIA EDISON	WELL#17 / 19920 COUNTRY CLUB	2,771.86	
78446	SO CALIFORNIA EDISON	WELL #11 ELECTRIC	28.18	
78446	SO CALIFORNIA EDISON	WELL#6 ELECTRICITY	7,488.98	
78447	STATE WATER RESOURCES CONTROL BOARD	T1 CERTIFICATE RENEWAL	55.00	
78448	THE GAS COMPANY	HQ GAS BILL	22.21	
78449	THE HAWKINS COMPANY	Professional Service Consultant - Recruitment	10,000.00	
78450	VERIZON CONNECT NWF INC	CONTRACTS/LICENSING	679.98	
78451	WAXIE SANITARY SUPPLY	SAFETY SUPPLIES-COVID19	398.19	
78451	WAXIE SANITARY SUPPLY	SAFETY SUPPLIES-COVID19	486.99	
78484	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	280.00	
78484	ALL PRO ENTERPRISES INC.	JANITORIAL SERVICES-COVID19	3,156.01	
78484	ALL PRO ENTERPRISES INC.	JANITORIAL SERVICES-COVID19	1,283.04	
78484	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	2,797.24	
78484	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	1,224.72	
78485	AT&T	ROEMER TEMELETRY LINE	82.27	
78486	AUTOMATED GATE SERVICES INC	ROEMER GATE REPAIRS	217.50	
78486	AUTOMATED GATE SERVICES INC	HQ GATE REPAIR	250.00	
78487	CHAMBERLAYNEPR	Professional Services Communications Consultant	9,600.00	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
AUGUST 2020

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
78488	CINTAS CORPORATION	JANITORIAL SERVICES	218.13	
78488	CINTAS CORPORATION	JANITORIAL SERVICES-EXTRA CLEANING COVID19	295.95	
78488	CINTAS CORPORATION	JANITORIAL SVCS-COVID19	483.33	
78489	CITY OF RIALTO	PERMIT# 2019-01	22,203.46	
78490	COLTON JOINT UNIFIED SCHOOL DISTRICT	DEPOSIT REFUNDS-CONTINGENCY/VALVE BOX		120.00
78490	COLTON JOINT UNIFIED SCHOOL DISTRICT	DEPOSIT REFUNDS-CONTINGENCY/VALVE BOX		3,152.50
78491	GEOSCIENCE SUPPORT SVCS INC	Bunker Hill Well Siting Evaluation		3,365.50
78492	GRAINGER INC	ROEMER REPAIRS/MAINT	327.75	
78493	HOME DEPOT	FBR TOOLS	125.31	
78493	HOME DEPOT	ROEMER REPAIRS/MAINT	97.82	
78494	INLAND WATER WORKS SUPPLY CO	FBR- ANSI Check Valve	893.99	
78495	INTERSTATE BATTERY OF	ROEMER SUPPLIES	81.09	
78496	JOHNSON'S HARDWARE INC	TOOLS/SUPPLIES FOR FBR	26.37	
78497	KLINE RANCH ROAD LLC	REFUNDS-CONTINGENCY/METER/VALVE BOX		2,700.00
78497	KLINE RANCH ROAD LLC	REFUNDS-CONTINGENCY/METER/VALVE BOX		480.00
78497	KLINE RANCH ROAD LLC	REFUNDS-CONTINGENCY/METER/VALVE BOX		8,478.00
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-BOD BANNERS	392.59	
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-HAPPY HOLIDAYS BANNER	419.78	
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-WVWD LETTERHEAD	84.05	
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-PAYMENT DROP BOX SIGN	897.29	
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-PMT DROP BOX SPANISH SIGN	1,107.13	
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-GRAPHIC DESIGN RETAINER	2,221.47	
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-BOD STAND SIGN	495.47	
78498	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-BOD STAND SIGN	495.47	
78499	NETWORK	Network Fleet Service 08/17/20	2,081.93	
78500	O'REILLY AUTO PARTS	Batteries for Truck 234 and Backhoe B95	576.82	
78501	QUADIENT FINANCE USA INC	POSTAGE METER RENTAL-AUGUST	319.53	
78502	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	20.00	
78502	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	20.00	
78503	SCOTT EQUIPMENT INC.	Starter for Backhoe New Holland B95	614.18	
78504	SO CAL LOCKSMITH / MARY K DUNSMORE	KEY BROKE INSIDE BACKHOE	95.00	
78505	SULZER ELECTRO-MECHANICAL SERVICES	ROEMER REPAIRS/MAINT-PO#20-2423	3,534.20	
78506	UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE METER	500.00	
78507	USA BLUEBOOK	CHEMICALS	324.50	
78507	USA BLUEBOOK	CHEMICALS-ROEMER	494.03	
DFT0000984	BANK OF AMERICA-2136	ADMIN MEALS	152.74	
DFT0000985	BANK OF AMERICA-8005	HIGH BACK EXECUTIVE CHAIR	538.74	
DFT0000985	BANK OF AMERICA-8005	CREDIT ON FRAUD CLAIM	(47.96)	
SUBTOTALS			933,491.19	133,904.73
GRAND TOTAL				1,067,395.92

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2020 - 2021**

Report Month	Description	From	To	Gross Wages Paid
July 2020	Pay Period #14	06/13/20	06/26/20	261,597.02
July 2020	Monthly Pay Period #7	06/01/19	06/30/19	7,810.34
July 2020	Manual Check	06/27/20	07/02/19	1,706.34
July 2020	Manual Check	06/27/19	07/06/19	832.04
July 2020	Pay Period #15	06/27/20	07/10/20	272,469.48
July 2020	Pay Period #16	07/11/20	07/24/20	270,538.64
Total for July 2019				814,953.86
August 2020	Monthly Pay Period #8	07/01/20	07/31/20	6,961.39
August 2020	Pay Period #17	07/25/20	08/07/20	271,635.85
August 2020	Manual Check	08/08/20	08/20/20	42,094.20
August 2020	Manua	69122.85	08/08/20	3,081.90
August 2020	Pay Pe	13800.04	08/08/20	271,942.01
Total for August 2019				595,715.35

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
AUGUST 2020**

Date	Item	Check No. or EFT	Amount
08/06/20	Monthly Pay Period #8	none	0.00
08/13/20	Pay Period #17	8794-8797	8,503.00
08/20/20	Manual Check	8798	26,960.01
08/20/20	Manual Check	8799	2,218.67
08/27/20	Pay Period #18	8800-8802	7,777.46
	Total Checks		<u>45,459.14</u>
08/06/20	Monthly Pay Period #8 Direct Deposits	EFT	6,961.39
08/06/20	Federal Tax Withheld Social Security & Medicare	EFT	1,560.08
08/06/20	State Tax Withheld	EFT	47.87
08/13/20	Pay Period #17 Direct Deposits	EFT	174,369.65
08/13/20	Federal Tax Withheld Social Security & Medicare	EFT	69,122.85
08/13/20	State Tax Withheld and State Disability Insurance	EFT	13,800.04
08/13/20	Lincoln Deferred Compensation Withheld	EFT	12,718.65
08/13/20	Lincoln - Employer Match Benefit	EFT	3,350.00
08/13/20	Lincoln - 401a Employer Match Benefit	EFT	
08/13/20	Nationwide Deferred Compensation Withheld	EFT	2,181.42
08/13/20	Nationwide - Employer Match Benefit	EFT	775.00
08/13/20	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	23,991.74
08/13/20	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	16,027.13
08/13/20	California State Disbursement	EFT	638.31
08/20/20	Federal Tax Withheld Social Security & Medicare	EFT	14,724.62
08/20/20	State Tax Withheld and State Disability Insurance	EFT	3,004.01
08/20/20	Federal Tax Withheld Social Security & Medicare	EFT	847.72
08/20/20	State Tax Withheld and State Disability Insurance	EFT	127.81
08/27/20	Pay Period #18 Direct Deposits	EFT	176,590.43
08/27/20	Federal Tax Withheld Social Security & Medicare	EFT	68,553.57
08/27/20	State Tax Withheld and State Disability Insurance	EFT	13,658.69
08/27/20	Lincoln Deferred Compensation Withheld	EFT	13,456.01
08/27/20	Lincoln - Employer Match Benefit	EFT	3,400.00
08/27/20	Lincoln - 401a Employer Match Benefit	EFT	
08/27/20	Nationwide Deferred Compensation Withheld	EFT	2,181.42
08/27/20	Nationwide - Employer Match Benefit	EFT	775.00
08/27/20	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	23,967.76
08/27/20	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	16,027.13
08/27/20	California State Disbursement	EFT	638.31
08/14/20	EDD Unemployment Benefit Charge	EFT	26,350.00
	Total EFT		<u>681,277.27</u>
	Grand Total Payroll Cash		<u>726,736.41</u>

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BANK RECONCILIATION POLICY	EFFECTIVE DATE

SECTION 1: PURPOSE

This policy is intended to provide the procedures for bank reconciliations. Account balance reconciliations, such as the bank reconciliation, provide reasonable assurance that account balances on the District's Statement of Financial Position are accurate, complete and valid. Together the account balance reconciliations and account balance are key internal controls that provide reasonable assurance around the following financial statement assertions:

- Accuracy: Transactions were accurately recorded at appropriate amounts.
- Completeness: All assets, liabilities and net asset balances that should have been recorded were correctly recorded on the Statement of Financial Position.
- Existence: All assets, liabilities and net asset balances that were recorded on the Statement of Financial Position existed at the end of the financial period.

SECTION 2: GENERAL POLICY

It is the policy of West Valley Water District (the "District") that all incoming or outgoing funds to the District's bank accounts be recorded in the general ledger on a timely basis. Frequent bank reconciliation is essential to prevent fraud and to ensure the District's funds are handled with fiscal and fiduciary responsibility. Bank account reconciliation is a key component of good controls over cash and should be done in a timely manner. Reconciling the bank statement balance with the book balance (general ledger) is necessary to ensure that:

- all receipts and disbursements are recorded (an essential process in ensuring complete and accurate monthly financial statements);
- checks are clearing the bank in a reasonable time;
- reconciling items are appropriate and are being recorded; and

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BANK RECONCILIATION POLICY	EFFECTIVE DATE

- the reconciled cash balance agrees to the general ledger cash balance. This policy applies to all bank accounts held by the District.

Bank Reconciliations should be done manually but can also be (even partly) done by the financial software if it is reliable, however, a manual process should also be utilized along with the software reconciliation. Any unmatched book/bank lines or other reconciling items should be corrected, or appropriately handled, within 120 days of the reconciled month. Any reconciling items outstanding greater than 120 days may be recorded in other operating revenue or other operating expense, if reasonable and appropriate.

The original bank account reconciliation summary will be filed in a central file to be accessible to the CFO or designee. All supporting documentation will be maintained electronically on the Finance shared directory. Both hard copy and electronic files will be maintained in accordance with District record retention guidelines and will be made available to the CFO or designee upon request.

SECTION 3: APPLICABILITY OF POLICY


This policy applies to all West Valley Water District divisions and staff members responsible for reconciling account balances in the District's general ledger (or relevant subledgers) and in preparation of the Financial Statements.

SECTION 4: DEFINITIONS

Bank Statement: A paper or electronic record of all financial activity for the prior month provided by each bank.

General Ledger: The main accounting book of record for an entity which includes accounts for assets, liabilities, revenue, expense, gains and losses. The District's general ledger is contained in Tyler Encode in which "actual" transactions are posted to the official book of record.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BANK RECONCILIATION POLICY	EFFECTIVE DATE

Reconciling Item: Any activity on either the bank statement or the general ledger but not recorded in the other. Examples include:

- Bank not Book – this is an unmatched bank line that represents a deposit/withdrawal that appears on bank statement but not on general ledger
- Book not Bank – this is an unmatched book line that represents deposit/withdrawal on general ledger but not on bank statement

Bank account reconciliation: Process of confirming that the bank statement is valid and accurate, that transactions are reflected properly in the general ledger account and that the ending balance on the general ledger account is accurate. Any differences should be identified, reconciling items investigated, and balances adjusted appropriately.

Bank account reconciliation summary: A one-page summary for each bank account that shows the bank balance, book balance, timing differences and all reconciling items.

SECTION 5: RESPONSIBILITY

All staff should exhibit high standards of integrity, and shall be responsible for maintaining competence through education, training, or experience, as needed, to accomplish their assigned duties. It is the responsibility of all managers to ensure they remain qualified in order to provide continuous supervision in order to assure that approved procedures are followed and are operating as intended. All managers have the responsibility to make lines of personal responsibility and accountability clear to staff on a continuous basis.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BANK RECONCILIATION POLICY	EFFECTIVE DATE

The Finance Division is responsible for:

- Ensuring that the bank statement(s) are obtained and saved, in a central Finance Division location, on a monthly basis, for all bank accounts
- Ensuring that all gateway and merchant processor batch transmission and settlement reports are obtained and saved, in a central Finance Division location, on a monthly basis, for all merchant account IDs.
- Ensuring that all general ledger account balance reconciliations contain adequate supporting documentation.
- Ensuring that the check, wire, and ACH Debit registers (as well as reports of voids or stop payments done) are maintained for each check, wire, and ACH Debit “run” in a central Finance Division location.
- Ensuring that NSF (not-sufficient-funds or bounced) checks, ACH Debit or credit rejection bank notices are routed to the appropriate division for entry into the appropriate subledger to remove credit from the customer’s account appropriately.
- Ensuring that reconciling items are resolved in a timely manner.
- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.

The CFO or designee will be responsible for:

- Developing and maintaining documented procedures for reconciling each bank

ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE BANK RECONCILIATION POLICY	EFFECTIVE DATE

account held by the District.

- Ensuring that the same individual should not prepare and also review a reconciliation.
- Ensuring that the same individual should not record transactional activity and also reconcile the account balance.
- Reviewing and approving the bank reconciliation
- Signing the approved bank reconciliations. Their signatures on the bank account reconciliation summary will confirm that current procedures were followed, and that the reconciliation accurately presents the status of the account at the bank as well as on the general ledger.
- Determining if staff assigned to the bank reconciliation process, as well as those who are proposing or posting journal entries (including within the cashiering process) are adequately trained and qualified to perform such tasks, and allocate resources to ensure such qualification exists, if needed.
- Make available the software, documentation, and tools needed for staff to perform the bank reconciliation
- Make available the software, documentation, and tools needed for Finance and cashiering staff to effectively and efficiently engage in banking services
- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.

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Reconciling Staff Accountant(s) is responsible for:

- Preparing bank reconciliations
- Working together with the cashiering locations, divisional finance representatives, or others to identify and resolve reconciling items on a timely basis.
- Providing a copy of the signed bank account reconciliation summary to the CFO or designee, indicating the reconciliation status.
- Being open and honest and not fabricating items to complete or to balance the bank reconciliation. The assigned preparer(s) are responsible to seek further training, assistance, or teaching if they do not feel fully adequate, equipped or comfortable performing the bank reconciliation.
- Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- Additional responsibilities are stated in the remaining sections within this policy.

SECTION 5: PERFORMING THE BANK RECONCILIATION

A. Reconciliation Preparation

Each bank account shall be reconciled on a monthly basis and within 20 business days of the end of the month. [Each District division with an asset or liability account balance in the general ledger is responsible for designating individuals who are responsible for reconciling and reviewing those balances on all ledgers.]

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B. Having Appropriate Knowledge and Understanding

- a. When starting a bank reconciliation, the preparer should keep the following in mind:
 - Keep in mind which bank account(s) they are reconciling. If they are reconciling two accounts at once, keep them straight.
 - Keep in mind which general ledger cash (or equivalent) account is representing the bank account being reconciled.
 - Be aware of the period beginning and end dates, as this is particularly important for identifying deposits in transit and outstanding checks.
- b. When doing the bank reconciliations, the preparer must carefully keep in mind and apply to each transaction they review what are the instances that cause a net:
 - Increase or decrease to cash in the bank.
 - Increase or decrease to cash in the books.
 - Zero effect to cash in the bank
 - Zero effect to cash in the books.

For Example, when preparing the bank reconciliation, the preparer must follow the cycle of when a check gets issued, sent to a vendor, and then cashed by that vendor.

Meaning: The preparer must have a clear understanding of when there is a change in the bank balance, and when is there a change in the book balance.

- c. When preparing the bank reconciliation, the preparer should have sufficient knowledge of the object codes and cost or revenue center codes that exist

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- within the District's accounting system, and in which instances new codes need to be created
- d. The preparer of the bank reconciliation shall have sufficient knowledge of cashiering systems, billing systems, and subledgers feeding the general ledger.
 - e. The preparer of the bank reconciliation should recognize the structure of the bank account(s) and recognize when it makes a difference during reconciliation.
 - f. The preparer should be able to read and understand a bank statement. Bank statements aren't always straightforward and require detailed review to understand the types of transactions that have taken place during the period.
 - g. The preparer should have a clear understanding of the following:
 - i. The last fully reconciled bank reconciliation and its related reconciling items.
 - ii. All the possible ways that debits and credits are getting posted to the bank statement, and who in the organization is responsible for booking these transactions. Knowing this can help narrow down likely sources of mistakes or deficiencies in the bank reconciliation process.
 - iii. All the possible ways that cash (or equivalent) transactions are recognized or recorded in the general ledger.
 - iv. Which cashiering systems, billing systems, or sub-ledgers are already in place, which are feeding into the general ledger (including online), and how are they feeding into it.
 - v. The need to recognize other sub-ledgers that could be feeding the general ledger including payroll modules, accounts payable (check processing) modules, or corporate credit card-issuer platforms.

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C. Adequate Control over the General Ledger

- a. The CFO or designee and the staff member(s) performing the bank reconciliation must be aware of all of the different methods of how and by which employees, journal entries (of any kind) get proposed and posted to the general ledger. This is needed in order to trace the source(s) of errors or omissions in posting transactions, especially those that may be recurring.
 - i. The act of proposing a journal entry includes initiating an interface (or upload) between a subledger of the general ledger to the general ledger. (subledgers include Cashiering modules, Billing modules, Accounts Payable modules, Payroll modules, Permitting modules if applicable, etc...) The interface or upload that contains a summary of subledger transactions in a journal entry format must be:
 1. Adequately reviewed and approved by the initiator of the interface (as shall be done with any other journal entry that is proposed to be posted to the general ledger) to vouch that all transactions entered adequately represent actual financial transactions that took place, for fairness of account codes charged, that all underlying transactions have supporting documentation and that the sub-ledger batch report can be completely traced to the bank statement.
 2. Adequately reviewed and approved by the staff person(s) posting the interface to the general ledger. This person must match the pre-interface report of transactions with the summary journal entry report to be posted and vouch for fairness of account codes charged, that all underlying transactions have supporting documentation and that the sub-ledger batch report can be completely traced to the bank statement.
- b. There must be adequate communication between all staff members that

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propose and/or post journal entries to ensure transactions don't get posted more than once or omitted.

- c. All Journal Entries that get proposed must have supporting documentation that vouches for the following:
 - i. Existence of the transaction
 - ii. Date(s) transaction occurred
 - iii. Appropriateness of accounts and/or budget units charged
 - iv. The dollar amount of the transaction
 - v. Appropriate approvals were obtained for the disbursement/withdrawal/expensing and/or receipt of funds or other assets
 - vi. Any cost allocation performed was fair, reasonable, and appropriate
 - vii. The transaction has not already been accounted for and posted to the G/L by another method
 - viii. Appropriate characterization of the transaction that occurred
 - ix. The District's budget, the purchasing policy, and all District or contractual restrictions and regulations are being adhered to. This is inclusive of grant requirements.
- d. Journal entries shall be reviewed on a monthly basis and the reviewer must be able to trace the journal entry back to appropriate supporting documentation.

D. Record Keeping

The bank reconciliation preparer should:

- Correctly track which transactions are coming out of (or going into) which cash or investment account, and retain sufficient bank records,

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- Fully understand which general ledger cash account is meant to represent which bank account. Multiple account balances may be reconciled together in one reconciliation, as needed.

SECTION 6: BANK RECONCILIATION PROCEDURES:

A. General Procedures

- A review shall be made of all of the entries that affect the related cash (or investment) account in the general ledger.
 - All of the entries that have been recorded should be traced to the appropriate bank statement. If not all entries can be traced, then the preparer of those entries shall consider reversing or adjusting the entries. If help is needed, the preparer shall contact the CFO or designee. More research will likely be needed in such a circumstance.
 - While this review is being done, the bank date shall be marked next to each G/L cash transaction.
- A review shall be made of all bank statement credits and debits to determine if they were recorded. If they weren't, then the preparer shall note them as a reconciling item and propose that a journal entry be done to record them if necessary.
 - If any of those reconciling items will reverse in the next period, the bank reconciliation preparer may decide not to propose or post a journal entry for them. Instead, the bank reconciliation preparer may keep track of it for that month's bank reconciliation and then carry that reconciling item forward as a reconciling item until a future month when the transaction occurs that reverses the effect of that item.

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- ii. While these are being reviewed, the book date shall be marked next to each bank statement item.
- An organized list of reconciling items shall be kept, including the following fields:
 - i. The month of the bank reconciliation that is being worked on.
 - ii. A detailed description of the reconciling items and why each item is needed.
 - iii. The dollar amount of the reconciling item, along with a notation about whether it will be a credit or debit to the cash account.
 - iv. Whether a journal entry will be needed, or whether the reconciling item will reverse itself at a future date.
 - v. If a journal entry is needed, then a note shall be made which designates the general ledger account (code) it would need to be charged to, other than the cash account.
 - vi. The journal entry number used to make the entry to the general ledger shall also be noted, if applicable.

B. Deposits in Transit

- A deposit in transit happens when the entity's books have recorded a deposit on a particular date, but the bank is showing the deposit date to be in a different period that isn't already covered by the book balance.
- The deposit in transit is a reconciling item to the bank reconciliation.
- In order to track deposits in transit, amongst other steps, the preparer and Cashiers should:
 - i. Recognize if merchant processors group transactions or batches differently than the cashing system.

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ii. Know which revenue centers and/or object codes correspond to different merchant ID numbers

- Cashiers shall keep sufficient supporting documentation like deposit slip copies or credit card batch transmission reports. A batch settlement report should also be kept. These should be kept in a central location so that Accounting staff would have access to them.

C. Outstanding Checks

- A check is “outstanding” when it is recorded in the general ledger but has not yet been paid by the bank.
- As part of the bank reconciliation, the preparer shall perform a “mini” reconciliation for the outstanding check balance. The formula for getting the ending balance of outstanding checks is: beginning balance of outstanding checks + checks issued (including voided checks) - checks paid (take into consideration checks that were rejected or not paid for other reasons).

D. Procedures to Follow When Preparer Is Unable to Complete the Bank Reconciliation:

If the preparer gets stuck, they shall consider reviewing the following:

- The sign (positive or negative) of existing reconciling items.
- Reconciling items from a prior period that have reversed themselves in the current period. These may possible qualify to be removed from the list of reconciling items.
- Typos from data entry.
- A missed deposit in transit.
- An additional outstanding or voided check that was not already accounted for.

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- A transaction that should be accounted for within a different general ledger cash or investment account.
- Calculation of change in the fair market value.
- Transactions that were accidentally posted twice.
- Re-performance of all the bank reconciliation steps more carefully
- Perform research on the beginning balance which could be masking unidentified reconciling items, where the prior bank reconciliation may not have been properly done. The prior period may need to be reconciled again.

It is possible that the CFO or Designee may need to engage outside professional assistance to complete the bank reconciliation as the timely performance of the bank reconciliation is critical to maintaining accountability and reliability for District financial transactions.

SECTION 7: BANKING

The preparer of the bank reconciliation shall report any observed insufficiencies in banking services or bank account structure to the CFO or designee. Such insufficiencies include:

- a. The number and relationship of bank accounts, and their adequacy to support efficient and effective bank reconciliations that can be performed timely as determined within this policy.
- b. The efficiency and effectiveness of bank services such as Positive Pay, ACH debit block, Account Reconcilement, Check 21/Remote Deposit, Lockbox Services, Payroll Debit Cards, E-payables, Merchant Processing Services, Armored Car services, Change-making services, Vault Deposits, Bank notices, On-line Banking platform, Wire and ACH approvals, banking supplies, etc... if applicable

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- a. Insufficiencies within these services may also cause unwanted delays in the bank reconciliation process if not reported and addressed timely
- c. If the District uses any of the banking services as mentioned in b above, Finance staff shall follow the necessary protocol as recommended by the bank to ensure these services are performed efficiently and effectively. It will be the responsibility of the CFO or designee to ensure Finance staff is properly trained in banking service protocols. It will be the responsibility of Finance staff to alert the CFO or designee if they believe they need assistance with performing or facilitating such banking duties and/or services.

At least once a year, the CFO or designee shall review bank account analysis fees (or any other banking fees) and banking transaction volumes for reasonableness and fairness. However, if the banking contract states a given time period to dispute any debits, credits, or bank fees, then the CFO or designee shall review these transactions in the time frame needed for a correction to be made by the bank if appropriate.

SECTION 8: THIRD PARTY DEPOSITS OR WITHDRAWALS

There may be instances when the District uses a contractor to perform services which include the contractor making deposits to or withdrawals from the District's bank account as part of their operations. In any of these instances, it is the responsibility of the CFO or designee to review supporting documentation provided by any such vendor for reasonableness and completeness. It is also the responsibility of this person to note and resolve any errors with the third-party contractor in a timely fashion. Further, the CFO may appoint an independent auditor to audit the contractor as the CFO sees fit.

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SECTION 1: PURPOSE

Customers shall be charged for all water furnished in accordance with the West Valley Water District Rates and Fees as established by the District. This policy is intended to establish proper internal controls and to designate areas of responsibility governing the revenue cycle of the District, which includes policies over billing, receipts, customer relations, and collections. This policy provides general guidance for the implementation of proper internal controls to safeguard WVWD assets. This policy also guides the accurate recording of District obligations, receivables, and revenues in the Billing software.

SECTION 2: GENERAL POLICY

Customers shall be charged for all water furnished in accordance with the Rate and Fee Schedule as established by the District. At all times District staff is required to conduct District business fairly, honestly, and ethically and to avoid conflicts of interest whether they be perceived or actual, in order to maintain the safety and accountability of District assets as they relate to the revenue cycle. The revenue cycle includes the processes of bill preparation, bill transmission/presentation to customers, tender/receipt collection and acceptance, receipt posting, reconciling, and resolving customer payment irregularities.

DEFINITION:

For the purposes of this document, “cash” is any device that stores value and can be transferred between parties through a mutually agreed medium of exchange. In day-to-day business operations performed by District departments, “cash” is received in the forms of:

- Coins and bills (US currency)
- Credit cards
- Debit cards

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- Checks (personal checks, cashier's checks, money orders)
- Electronic funds transfer (EFT) in the forms of wire, automated clearing house (ACH), *etc.*
- "Cash" can be received by the District through:
 - In-person, over-the-counter, or point-of-sale transactions
 - Online, electronic, or interactive voice response (IVR) phone system transactions
 - Mailed remittances.

SECTION 3: INTERNAL CONTROLS SURROUNDING THE BILLING AND CASH RECEIPTS PROCESS

Effective internal control should provide management with reasonable, but not absolute, assurance that assets are safeguarded from unauthorized access, use or disposition; transactions are executed in accordance with management's authorizations; financial and statistical records and reports are reliable; applicable laws, regulations and policies are adhered to; and resources are efficiently and effectively managed. Control systems shall be continuously evaluated by the CFO or designee, and weaknesses, when detected by any District staff member, must be reported to the CFO immediately, for prompt corrective action to be taken by the CFO, GM, or other appropriate authority, or designee. A satisfactory system of internal control shall be monitored and implemented by all Departments by implementing these policies to achieve, but not be limited to, the following:

- A. Control Objectives
1. Operational Objectives
 2. Safeguarding of Assets
 3. Reporting Objectives

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4. Compliance Objectives

B. Control Environment

1. Supportive Attitude
2. Integrity of Competent Personnel
3. Supervision and Accountability
4. Providing discipline and structure
5. Risk Assessment
 1. Specifying objectives with clarity
 2. Identifying risks to achievement of objectives
 3. Fraud awareness and prevention
6. Control Activities
 1. Authorization, execution, and recording of transactions
 2. Segregation of duties
7. Information and Communication
 1. Documentation of system
8. Monitoring Activities
 1. Performing ongoing evaluations/monitoring
 2. Communicating deficiencies in a timely manner for corrective action

Safeguarding of Assets

Access to District assets should be limited to authorized personnel who require these assets in the performance of their assigned duties. Access can be defined as both direct physical access and indirect access through the preparation or processing of documents that authorize the sourcing, use, or disposition of resources.

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Supportive Attitude

It is the responsibility of all District staff to participate in and maintain a supportive attitude towards internal controls. In particular, the controls surrounding the Revenue cycle stated in this policy must also be adhered to. Further, all District staff must follow the District's code of conduct and address deviations in a timely manner.

Integrity and Competent Personnel

All staff should exhibit high standards of integrity, and shall be responsible for maintaining competence through education, training, or experience, as needed, to accomplish their assigned duties.

Supervision and Accountability

It is the responsibility of all managers to ensure they remain qualified in order to provide continuous supervision in order to assure that approved procedures are followed and are operating as intended. All managers have the responsibility to make lines of personal responsibility and accountability clear to staff on a continuous basis.

Segregation of Duties

It is the responsibility of the GM and/or CFO or designee to divide and segregate key duties and responsibilities among different people to reduce the risk of error or fraud. For example, billing, cashiering, posting payments, and reconciling the bank statement should not be done by the same staff person. The extent of controls that this Billing and Cash Receipts policy will be inserting into the revenue cycle will be designed to mitigate risks such as misappropriation.

Departments shall develop a plan of organization that provides segregation of duties appropriate for proper safeguarding of the District's assets. A satisfactory internal control system depends largely on the elimination of opportunities to perpetrate and then conceal errors or irregularities. This, in turn, depends on the assignment of work

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in such a fashion that no one individual controls all phases of an activity or transaction.

SECTION 4: RESPONSIBILITIES

The following represents the responsibilities to be borne by each party involved in the Billing and Cash Receipts cycle:

1. The staff members belonging to the Billing Division have the responsibility to:
 - a. Daily, maintain customer billing information electronically in a secure manner
 - b. Daily, maintain sufficient communication with sources that provide data for bill generation; they must also keep the billing system up to date with transaction information for billable transactions and creating bills when appropriate. This shall include communication with District Department Heads or their designees in regard to service orders, appropriate County officials regarding property ownership status, and/or any other internal or external source.
 - c. Daily, ensure that the customer listing within the billing system is complete and that duplicate customer names or numbers are removed
 - d. Weekly, reconcile the balance of customer deposits, and initiate procedures to increase deposit balances when necessary and when approved by the Billing Supervisor. The balance of customer deposits is considered a liability of the District until appropriately earned.
 - e. Weekly, ensure that billing rates, billing codes, and related general ledger account-code-string assignments are appropriately maintained in the billing system. Any changes must be approved by the Billing Supervisor and/or the Accounting Manager.
 - f. If any irregularities in billable transaction data or billable service order data

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are found, Billing Division staff must communicate these immediately to the Billing Supervisor and/or to the CFO, or designee.

- g. After data entry or import into the billing system, all supporting documents must be systematically filed and retained for audit purposes by Billing Division staff and must be accessible by the Billing Supervisor and/or to the CFO, or designee.
 - h. Log out of the billing software when not in use.
 - i. Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
 - j. Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
 - k. Additional responsibilities are stated in the remaining sections within this policy.
2. The Billing Supervisor has the responsibility to:
- a. Monitor changes to customer information within the billing system at least weekly. This shall include additions or deletions/de-activations of customers. The Billing Supervisor shall follow up and resolve any concerns in a timely manner.
 - b. Monitor and search for any irregularities with metering-equipment-water - usage-data, weekly. If found, then the Billing Supervisor shall follow up timely and resolve the issue with the appropriate parties. Likewise, the

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Billing Supervisor shall also monitor and search for any irregularities contained in any other source of information that will be used for bill preparation (such as service orders). Any irregularities found shall be resolved timely with the appropriate party. Further any irregularities found must be communicated with the CFO or designee to assist with prevention of these irregularities in the future.

- c. Monitor, review, and approve changes to the billing rates, billing codes, transaction codes, and related general ledger account-code-string assignments. Any such changes must be accompanied by supporting documentation that shall be maintained by Billing staff and must be accessible by the Billing Supervisor. The Billing Supervisor shall also ensure that accurate bill generation and bill mailing dates are posted to customers' accounts in the billing system, timely.
 - i. Part of this will require the Billing Supervisor to have an understanding of the District's chart of accounts in order to be able to find any irregularities in general ledger account-code-string assignments in the software. This knowledge is needed for the efficient and effective operation of the billing cycle, especially during the process of initiating data interfaces to be posted to the general ledger.
- d. Monitor and direct the process for sending bills, statements, and notices to customers to ensure the list of customers is complete and that customers receive the bills, statements, and notices that are essential for them to pay the appropriate amount they owe to the District, timely. If a third-party vendor is involved in assisting with this process, the Billing Supervisor shall periodically audit and monitor the vendors' services and reports of their results. This process should be done for miscellaneous bills as well as for routine water consumption bills.

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- e. Make recommendations for allowance for bad debt estimates to be used by the CFO or designee, on an annual basis, or more frequently as requested by the CFO or designee
 - f. Weekly, participate in and monitor the process for delinquent account collection, shut off noticing, lien certificate preparation, referrals to collection agencies, and write-offs.
 - g. Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
 - h. Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
 - i. Additional responsibilities are stated in the remaining sections within this policy.
3. Customer Service Division staff, Cashiers, persons opening the mail and collecting tender, or persons accepting tender over the phone have the responsibility to:
 - a. Maintain a sufficient amount of training, knowledge, skills, and abilities to:
 - i. Appropriately answer and help resolve customer issues.
 - ii. Select the most appropriate transaction codes to reflect customer account activity when entering transactions into the billing software (or equivalent software used for cashiering functions).
 - iii. Balance the “register” daily for each tender collection point which are listed in the Tender Table in Section 8.

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- b. If a Customer Service staff member believes they have a deficiency in any knowledge, skill, or ability, it is that person's responsibility to inform their supervisor and participate in training when available.
- c. Investigate and resolve any cash register shortages or overages on a daily basis.
- d. Ensure that Cash counts certified by two employees should occur for all deposits prepared for armored courier pickup.
- e. Ensure that required signatures are collected on reconciliation documents (indicating their presence for the cash deposit reconciliation) and that totals agree.
- f. Ensure that cash drawers are locked when not in use.
- g. Log out of the billing software when not in use.
- h. Flag customers in the system who have multiple returned (or NSF) checks, and check the system for this before accepting another check from the customer.
- i. Employees shall not initiate the processing of transactions that may cause them to exceed the day's closing time. They should complete all transactions before closing at the end of their shifts.
- j. In the event that an emergency requires that the staff evacuate from the area, all negotiable instruments must be locked and secured immediately. The key to the cash drawers will remain in the possession of the assigned cashier. All checks and any unopened mail must be placed in a secure location. After all items are locked up, the building must be evacuated immediately until further instructions from authorized personnel.

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- k. Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
 - l. Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
 - m. Additional responsibilities are stated in the remaining sections within this policy.
4. The Customer Service Supervisor has the responsibility to:
- a. To observe and verify each cashier's cash count for end-of-day balancing.
 - b. Ensure that Cash counts certified by two employees should occur for all deposits prepared for armored courier pickup.
 - c. Ensure that Cash acceptance certified by two employees should occur for *incoming* armored courier shipments.
 - d. Ensure that individuals present during cash counts and acceptances should sign directly on the Cash Count Forms (see Exhibit 1)
 - e. Ensure that at least two staff should be present to open a safe
 - f. Ensure that staff who prepares deposit should not be responsible for processing non-sufficient fund (NSF) checks.
 - g. Ensure that cash registers allow individual users to input a unique log-in code when they conduct a transaction. This will help track any shortages or overages, or misappropriation of cash so they can be properly investigated

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and resolved.

- h. Remind employees to log out of the billing system when not in use
- i. Maintain sufficient communication with and monitoring of the bank, armored car pick-up services, or any other third-party services to ensure the safety and accountability of District assets. This shall include periodic testing of services, transactions, or reports for evaluation of proper handling by the third-parties.
 - i. In all circumstances, funds collected directly by the District or through a third-party service provider must be deposited no later than the next business day
- j. Monitor, review, and approve changes to the register codes, transaction codes, and related general ledger account-code-string assignments. Any such changes must be accompanied by supporting documentation that shall be maintained by Customer Service staff and must be accessible by the Customer Service Supervisor, and the Accounting Manager.
 - i. Part of this will require the Customer Service Supervisor to have an understanding of the District's chart of accounts in order to be able to find any irregularities in general ledger account coding-string assignments in the software. This knowledge is needed for the efficient and effective operation of the collections cycle, especially during the process of initiating data interfaces to be posted to the general ledger.
- k. Ensure that each tender collection point has a cashier or customer service staff person assigned to it to be responsible to (a) balance the register for that location and (b) prepare the general ledger interface for that location, daily

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- l. Provide access for Customer Service staff members to run batch transmission and settlement reports from credit card gateway and merchant processor websites. This is in order for them to have sufficient information to balance their register for any particular location that accepts credit cards as tender.
 - i. The staff members should also be able to see credit card transactions that failed to receive an authorization code and are therefore not going to get settled with the batch transmitted to the merchant processor. Having access to seeing these will assist in the procedures that must be followed for delinquent customers in the NSF Check Section 9.3 below.
- m. Provide approval for ordering change from the bank for the cashiers, as needed
- n. Provide approval, when appropriate, for customer refunds.
- o. Monitor whether sufficient supporting documentation is being maintained by Customer Service staff for daily deposits and recording of transactions, and to follow up on and resolve any deficiencies.
- p. Securing the custody of cash receipts
 - i. Cashier areas must be restricted to cashier personnel and other authorized persons. Access doors to area should be locked at all times.
 - ii. During business hours, all active cash drawers should be secured in a locked drawer at the cashier window, including lunches and breaks.
 - iii. The key to the cash drawer should remain in the sole custody of the cashier and should never be given to anyone else or left in the drawer when the cashier is away from the window.
 - iv. Unused cash drawers must remain in vault storage during the day.

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- v. Cashiering staff must avoid counting cash in view of the public during hours of operation.
 - q. Implementing a detailed annual training program of cash-handling procedures.
 - i. Ensuring back-up staff's ability to perform each segregated set of cash-handling functions.
 - ii. Documenting all training that is provided.
 - iii. Exploring ways to train staff involved in collections to increase their ability to detect counterfeit currency, such as using a counterfeit pen or counterfeit detector.
 - r. Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
 - s. Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
 - t. Additional responsibilities are stated in the remaining sections within this policy.
5. The CFO or Designee has the responsibility to:
- a. Maintain the billing system module settings to make sure the settings result in the accurate, efficient, and effective reporting or transmission of financial data
 - b. Oversee the general ledger account-code-string assignments to bill codes and transaction codes within the billing software

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- c. The CFO shall have responsibility for the District's banking relationships
 - i. Opening new or closing bank accounts must be approved by the CFO
- d. Monitor compliance with these policies and update them as needed to reflect changes in conditions.
- e. Ensure security of cash receipts by:
 - i. Securing buildings, facilities, and conveyances for incoming cash receipts. The CFO or designee shall, (in addition to the GM or designee), analyze the security needs of each cash collection point and strengthen security controls whenever necessary. This might include installing security cameras that can monitor all areas where cash is collected and handled, providing additional security guards, and securing the safe and cash registers or drawers.
- f. Ensure that billing or other financial software systems used by staff should regularly prompt users to change their password. Industry standards indicate passwords should be changed every 60 to 90 days and users should not be allowed to reuse old passwords. Frequently changed passwords have the benefit of preventing predictability and provide greater protection of confidential customer information.
- g. Perform annual monitoring of third-party vendors' compliance with PCI regulations, financial stability requirements, and industry ratings in the service being provided.
- h. Obtain a Service Organization Control (SOC) report from the third-party vendor. SOC reports are internal control reports on the services provided by a service organization providing valuable information that users need to assess and address the risks associated with an outsourced service.
- i. Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.

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- j. Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
 - k. Additional responsibilities are stated in the remaining sections within this policy.
6. Department Heads, Supervisors, and/or their designees have the responsibility to:
- a. Document and maintain a list of names and titles of all staff who collect cash; record cash receipts; deposit cash; reconcile cash; have access to safes, prepare accounting entries; or manage petty cash funds.
 - b. Provide clear and accurate information regarding services that may be billable, to the Billing Division, daily
 - c. To the greatest extent possible, assist with the maintenance of water meters and/or other machines/equipment/software that facilitate the billing process.
 - d. Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
 - e. Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
 - f. Additional responsibilities are stated in the remaining sections within this policy.

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7. The General Manager or Designee has the responsibility to:

- a. Ensure security of cash receipts by securing buildings, facilities, and conveyances for incoming cash receipts. The GM or designee must analyze the security needs of each cash collection point and strengthen security controls whenever necessary. This might include installing security cameras that can monitor all areas where cash is collected and handled, providing additional security guards, and securing the safe and cash registers or drawers.
- b. Have a back-up protocol to ensure continuity and timeliness of operations during vacations and other leaves.
- c. Must actively participate in and support the implementation of the internal controls contained in this policy, and immediately follow up if deviation is suspected, in order to avoid the appearance and existence of fraud, misappropriation of District assets, or of conflicts of interest.
- d. Additional responsibilities are stated in the remaining sections within this policy.

SECTION 5: BILL PREPARATION AND MAINTENANCE OF CUSTOMER ACCOUNT INFORMATION

1. COMMUNICATION AND SOURCES OF BILLING

a. APPLICATION FOR NEW WATER SERVICE

The Customer Service Division shall collect the necessary customer

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information and add new accounts to the billing software. New accounts that have been added shall be reviewed by Billing Division staff to ensure they are transmitted to the third-party billing company so that they are included during bill processing and sending. New customers may call the District to set up service. In this case Customer Service Division staff shall collect proof from the new customer in the form of a closing escrow statement or rental agreement. (It should be noted that apartment buildings are billed as one entity and each apartment is not metered.)

The Customer Services Division shall also be responsible for de-activating accounts that shall no longer be billed. This division shall also be responsible to collect the necessary customer information to make the determination that an account shall be deactivated. Once the account is De-activated, the staff in this division shall verify with the Billing Division that bills will no longer be sent to the deactivated or closed customer account.

The Billing Division shall also contact the County, weekly, to obtain information that would assist in establishing new or deactivated accounts. This information shall be forwarded to the Customer Service Division weekly. Further, if a customer calls in, the Customer Service Division staff shall confirm with the County, that customer's information, to see if there has been a change of ownership, if no other relevant information has been provided by the customer.

For all new accounts, a deposit is required. The customer shall be billed for the Deposit amount by the Billing Division and then the Customer Service Division shall process the receipt of payment. Please see Section 18 for more information about the Deposit process. Further, for new customers a credit check is required. A credit app shall be completed by the customer, and the CFO or designee shall review and approve it.

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single monthly bills. The District may require an additional written contract with any individual as a condition precedent to water service in any case

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where unusual quantities of water or construction of special facilities are or will be required.

b. METER READING

The reads used in the field on the meters are uploaded directly to the system by Billing Division staff daily. There is no manipulating of the data or formatting to upload/interface. It is all done automatically. Approximately 6-7 days after the meters are read the Bill is ready to be sent via the third-party billing company. During processing, Billing Division staff shall run exceptions reports that will “flag” accounts that exhibit no/or an unusual read. If an irregularity is discovered by a Billing Division staff member, it may be determined that a re-read be performed to ensure accuracy of meter read. If a re-read is deemed necessary, this staff person will set up a related service order.

Depending on consumption uses, the Billing Division staff member will initiate the review of each account and on a case by case basis send out a “consumption report” to the property as a courtesy. The Billing Division staff member shall run a “non-read” report, daily, which lists any meters that were not read during the cycle, due to miscellaneous reasons such as pest control needed or battery bad/low on reader. These “non-reads” shall be reviewed and resolved as necessary by a Billing Division staff member.

The Non-read reports are also part of the “Sensus Report” and shall be given to the Meter Supervisor by a Billing Division staff member, daily. The master route reader schedule shall be scanned for any obvious errors as well. After the reports have been reviewed and service orders and flagged accounts have been cleared, an updated “Sensus Report” is then given to the Meter supervisor for review and confirmation of cleared issues.

c. SERVICE ORDER TYPES AND SERVICE ORDER MONITORING

The District's ability to respond to customer requests and concerns depends heavily on effective communication between Customer Service, field personnel, and Billing. A service order is the document that is printed and

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routed through these departments.

Service orders are to be monitored by Billing Division staff to identify those that are not returned from the field within an acceptable time frame after the scheduled completion date. Service orders are due within two (2) business days, (with the exception of those listed in Exhibit 2), after the scheduled completion date. All service orders that are not returned within that time frame will be considered missing. Follow up actions will be initiated for missing service orders once they are identified.

Billing Division staff shall Complete the service orders in the service order software or billing software (if more appropriate) and shall follow all instructions per Administrative Policy #2: Service Order Types, shown in Exhibit 3. Further, Billing Division staff shall run the "Missing Service Orders" (or equivalent) report, daily. This report will identify any service orders that have not been returned within two (2) business days of the scheduled completion date, (with the exception of those listed in Exhibit 2), and are still designated as "pending completion" (PC) in the service order software.

Daily, Billing Division staff shall:

- Verify that the "missing" service orders are in fact missing
- Check to see if the service order may be attached to a related service order, (for example a missing "Turn On- New Sign Up" service order may be attached to a "Turn Off - Closing Read" service order).
- Check the scanned service order files to see if the service order was received, but not completed in the service order software.
- Check the completed service order file folders to see if the service order was received, but not completed in the service order software.
- Check with the other Billing Division staff to see if they received the service order due to some exception.

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- Complete any "missing" service orders that were found.
- Submit a report to the Billing Supervisor with the recommended follow up action(s) for the service orders that remain "missing". For example:
 - "Allow one more business day for the service order to come in from the field."
 - "Service order involves a meter change. Allow two more business days for the work report to be processed by the Operations staff."
 - "Re-print/re-issue the service order for completion."
 - "Request follow-up action from the Meter Supervisor."
- Execute the recommended actions of the Billing Supervisor and provide status Updates to the Billing Supervisor as needed

The Billing Supervisor shall:

- Review, daily, the list of "missing" service orders and the recommended actions.
- Approve the recommended actions or provide alternate instructions.
- Intervene and/or escalates the follow up actions as needed

[Note: Any service order types added after the date of this policy are due by the next business day after the scheduled completion date, unless specifically indicated otherwise]

d. **BROKEN METERS**

All customers shall be accurately billed based upon meter readings for each account. If a meter becomes inoperative or inaccurate, the Billing Division should bring this to the attention of the Meter Supervisor so that the meter can be repaired immediately. Follow up shall be done by the Billing Division

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until the meter is repaired.

A customer may request that a meter be tested for accuracy. The customer must pay a deposit with the District to cover the cost of the test. If it is found that the meter does not register more than 2% above true registration, the deposit will be retained by the District. If the meter is found to register more than 2% above true registration, another meter will be installed by the District, the deposit will be returned to the customer and an adjustment of charges will be made to the three previous bills

2. BILL GENERATION

Billing is performed monthly per each route. Unless otherwise approved by the CFO, or designee, a third-party billing company shall generate the bills and send them to customers as listed in the billing software. The party preparing the bills shall rely on the billing software for a complete listing of active and de-activated customers, as well as for up-to-date account status and balance information. Therefore, it is critical that Billing Division staff, with the assistance of Customer Service staff, perform detailed reviews of their data entry, run reports daily or weekly, to search for irregularities in customer information, customer transactions, and balances. The reports that they need to run and investigate are listed in the various sections of this policy in their respective categories. Further, performing a daily reconciliation of tender received with transactions entered into the billing software, (or equivalent module used for cashiering), shall be done daily, without exception. This reconciliation also assists with finding irregularities in customers accounts that would lead to inaccurate or inappropriate bills being sent.

As long as there is a third-party billing company, it shall be the responsibility of the CFO or designee to monitor and evaluate the quality of work done by the company. This shall be done by making sure there are sufficient checks-points of work (such as reports, flags, or prompts) built into the set-up of the billing software. It shall also be the responsibility of the CFO or designee to follow up on irregularities or errors that are found to have been caused by the billing company, fully resolve them, and prevent them from happening again.

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3. DATA ENTRY:

When performing data entry, it is the responsibility of Customer Service and Billing Division staff to:

- a. Review source documents to ensure information is complete and accurate prior to data entry.
- b. Contact appropriate work units to verify the accuracy of data and to obtain information needed to correct or complete source documents.
- c. Proofread and check data to verify accuracy and completeness and to correct errors.
- d. Double-check other members' data entry amongst Customer Service and Billing staff, respectively within each Division.
- e. To reduce error, staff shall not rush and shall avoid excessive conversation during transaction.

SECTION 6: SENDING BILLS

As mentioned in the previous section, billing is performed monthly per each route. The third-party service provider is responsible for ensuring that bills are sent to the appropriate customers who are contained in the billing software. The third-party billing company is responsible for printing, addressing envelopes, stamping, stuffing, and mailing the bills to the correct customers. Further, the third party billing company shall be responsible to ensure that supporting documentation of their work, or a trail of date stamps of their work exists within the software so that District Billing Division staff can follow along with what was done for each account when the bills were sent.

MAIL THAT HAS BEEN RETURNED

All returned mail must be processed within two business days to ensure that every reasonable effort has been made to deliver the bills to customers in a timely fashion.

The Billing Clerk shall be responsible for:

1. Obtaining the returned mail and maintaining a copy of the envelope and/or other correspondence.

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2. Reviewing the status of and comments within the customer's account.
3. Calling the customer at the phone number listed on the account to verify if there is a new address and to resolve the issue. The Billing Clerk shall leave a voicemail message if there is no answer.
4. Issuing a DC service order if:
 - a. the account has previous returned mail, and is delinquent, or
 - b. an NP service order has been processed, or
 - c. there is documentation that the house is vacant.
5. Notifying Billing Supervisor if the billing address information was entered incorrectly.
6. Making any necessary changes in the customer's account, (address correction, new address, new phone number, etc.).
7. Entering comments in the customer's account to indicate:
 - a. Mail was returned, (type of correspondence returned and the reason it was returned).
 - b. Contact was made or attempted, and the results
8. Making a screen print of the customer's account and attaching it to the returned mail. Writing the route number on the returned mail and filing it in the current month's service order folder for that route.
9. Re-mailing a copy of the bill to the customer.

SECTION 7: ACCOUNTING FOR BILL GENERATION

On a daily basis, or whenever bills are generated for routine water consumption or for miscellaneous bills, it shall be the responsibility of Billing Division staff to prepare an interface into the general ledger summarizing the days transactions into the appropriate

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general ledger object and budget unit codes. It is the responsibility of Billing Division staff to review the accuracy of data being transmitted, and address any irregularities, if discovered, on a timely basis.

SECTION 8: RECEIPT OF REVENUE PAYMENTS

A. LOCATIONS OF TENDER ACCEPTANCE:

The following are the various revenue collection locations and gateways used by the District as well as the tender accepted at each location [The “Tender Table”]. The table below additionally includes the types of documentation that Customer Service staff should maintain for reconciling and audit purposes:

Item No.	Location	Tender Accepted	Documentation to be kept by Customer Service Staff, Daily
1)	Over the counter at the District Customer Service Desk	Cash, Check, Debit Card and Credit Card	Deposit slip copy, Merchant processor batch transmission and settlement report, credit or debit card authorization signature receipt, Remote Deposit bank confirmation notice
2)	Phone-in credit card payments made to the District Customer Service Division	Debit Card and Credit Card	Merchant processor batch transmission and settlement report
3)	Night Drop Lock Box at the District property	Cash, Check, Debit Card, and Credit Card	Deposit slip, and/or Check 21 (remote deposit) bank deposit confirmation notice; Merchant processor batch transmission and settlement report, remittance advice including

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			credit or debit card authorization signature, copies of any special notes in envelopes received from customers
4)	Bank Lock Box	Cash, Check, Debit Card, and Credit Card	Bank lock box transaction transmission file report, bank prepared deposit slip images, images of remittance advices, images of any special notes in envelopes received from customers;
5)	Internet payments through the District's website	Debit Card and Credit Card	Merchant processor batch transmission and settlement report, data/report of transactions from website host
6)	Automated Phone System (IVR)	Debit Card and Credit Card	Merchant processor batch transmission and settlement report, IVR software system report of transactions
7)	Customer initiated ACH Credit or wire to the District's bank account	ACH Credit or wire	Bank statement, Bank ACH Credit notice, or wire notice with addenda
8)	Satellite Lock Box locations that get forwarded to the District's property and then to the Bank Lock Box	Cash, Check, Debit Card, and Credit Card	Bank lock box report and transaction transmission file copy, bank prepared deposit slip images, images of remittance advices, images of any special notes in envelopes received from customers;

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B. BALANCING THE “REGISTER” AND RECONCILING

Each point/location of tender acceptance shall initiate the process of eventual bank settlement and of posting credit to customers’ accounts in the billing software, when data is available in singular or in batch form. A Customer Service Rep (or more than one as to be determined by the Customer Service Supervisor) shall be assigned to each one of these locations. This person (or persons) must prepare a reconciliation and summary of daily transactions that were “rung up” while balancing to the total dollar amount of transactions that were transmitted to the bank [via deposit slip, remote deposit, merchant services batch transmission, ACH Credit or via wire] for deposit. This is to be done daily, before the billing software interfaces to the general ledger. This is to ensure that all locations’ transactions have been properly accounted for on a daily basis, and that a direct trail of supporting documentation can be traced directly from the general ledger to the bank statement. This shall be done to easily provide evidence of cash transactions. The reconciliation(s) must be accessible to all Customer Service Division staff as well as Accounting staff, and/or CFO or designee.

Supporting documentation being generated from each of the tender acceptance locations must also be maintained by Customer Service Division staff, organized in a central location.

Additionally, to assist with reconciling over the counter payments, a system report of sequential receipt numbers shall be run by the cashier and reviewed by the Customer Service Supervisor, weekly, to ensure that there were no irregularities.

C. PROCEDURES FOR TENDER ACCEPTANCE

1. RECEIVING PAYMENT

a) CASH

The Cashier shall:

- 1) Cashier shall recount in front of the customer to verify amount received

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or customer change

- 2) Cashier shall leave money in the customer's view, but out of reach of the customer.
- 3) Counterfeit Money — Cashier shall check for watermarks, security thread, color shifting ink, and by feel of the paper. If in doubt, Cashier shall check with their supervisor. All currency in the amount of fifty (50) dollars and above shall be checked with a counterfeit money detector pen prior to acceptance to verify the bills are not counterfeit.
- 4) Foreign currency and coin shall not be accepted. Only currency and coins issued by the United States Federal Reserve Board are legal tender. Traveler's checks must state "U.S. Dollars".
- 5) No mutilated currency or coin, including bent coins, shall be accepted.

b) CHECKS

The Cashier shall:

- 1) Never leave their drawer unlocked when they are not present.
- 2) Review checks to ensure check is made out to the "West Valley Water District", is signed, and the numeric value of the check amount and handwritten value matches.
 - a. Departments receiving checks as payments (such as for grants or sales of old equipment) shall require the maker of the check to make it payable to "West Valley Water District". Under no circumstances shall a check for the District be made payable to an individual or left blank.
- 3) Ensure current date on checks (postdated checks shall not be accepted)
- 4) Review the check to determine that:
 - a. There were no apparent alterations made to the check
 - b. Bank name and routing number are printed on the check
 - c. If temporary check, payer's name and address written on check

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5) Immediately Endorse the check

- a. A separate endorsement stamp shall be maintained in a secure location to be used as a backup in case of emergencies or in case the endorsement machine malfunctions. This secure location shall only be assessible by the Customer Service Division staff.

6) Issue a receipt only for the amount that is handwritten on the check.

7) Not accept third party checks

8) Not provide change back from checks

9) Not provide check cashing for customers

10) Not cash employee checks

c) CREDIT CARD

The Cashier shall:

- 1) Only accept Visa or Mastercard
- 2) Verify the name and signature of the credit card with a valid identification
- 3) Check the expiration date
- 4) Swipe card and enter the amount
- 5) Have the customer sign the credit card receipt
- 6) Not provide cash back
- 7) Return the customer's credit card promptly upon completion of a transaction. No staff member should take possession of a customer's credit card at any time.

d) DEBIT CARD

The Cashier shall:

- 1) Add .50 cents for processing fee to the amount to be paid
- 2) Swipe card and enter the amount

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- 3) Have customer enter PIN number
- 4) Not provide cash back
- 5) Return the customer's debit card promptly upon completion of a transaction. No staff member should take possession of a customer's debit card at any time.

e) BY PHONE USING CREDIT OR DEBIT CARD

The Cashier or Customer Service staff member shall:

- 1) Only accept Visa or Mastercard
- 2) Manually enter credit card number, three-digit security code at the back of the card, and billing zip code for the card
- 3) Enter amount
- 4) Provide authorization or confirmation number to the customer
- 5) On the credit card receipt enter the customer's account number and phone number

2. CREDIT CARD SECURITY:

- a) No Customer Service Staff member shall transmit any credit or debit card data information, such as Primary Account Number (PAN), Personal Identification Number (PIN) and Card Verification Code or Value (CVV) via end- user messaging technologies. Also, staff shall not store or retain this data information
- b) Credit card information must be treated as confidential and paper containing credit card data must be physically secured (e.g. locked in a locker, cabinet, desk, storage bin).
- c) If credit card information is taken by fax, the fax machine must be in a secured and locked area with only limited access.
- d) Credit card information shall not be taken over email at any time.

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e) Storage

- 1) Credit card information should not be stored on the computer or on a memory disk at any time.
- 2) Printed reports containing cardholder data are to be physically retained, stored or archived only within secure District office environments, and only for the minimum time deemed necessary for their use.

f) Destruction

- 1) Credit card information may only be destroyed by shredding and in accordance with the Records Retention Policy.

3. HANDLING PAPER RECEIPTS:

- a) Immediately receipt all payments in the billing software (or equivalent module used for cashiering services), and store securely in the drawer.
- b) Every over the counter customer must receive their copy of the billing software (or equivalent module used for cashiering services) receipt and credit or debit card receipt
- c) All handwritten receipts, if ever used such as in an emergency, shall be pre-numbered and issued from receipt books issued by the Finance Division to account for lapsed sequence.
- d) Cashier's receipt must note customer's phone number at all times
- e) Credit or Debit card receipts must be stapled together with billing software (or equivalent module used for cashiering services) receipt
- f) Large bills such as \$50 and \$100 must record serial number in the receipt by entering it in billing software (or equivalent module used for cashiering services)
- g) Check number must be entered in the receipt by entering it in billing software (or equivalent module used for cashiering services)
- h) Receipts must match payment type code with customer's payment.

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- i) Void receipts must be made aware of the circumstances to the supervisor and receipt must be initialed by the supervisor

4. CASH DRAWER/REGISTER MAINTENANCE:

To the extent staffing levels permit, separation of duties from the function of custodian of cash balances and the accounting and record keeping of the same, shall be maintained. The following represents the parameters as to how the cash drawer shall be operated and the responsibilities to be taken by Customer Service Division staff:

- a) Each cashier shall be assigned two cash drawers. The cashier is responsible for the contents, security, and keys for these cash drawers. The Cashier shall never leave their drawer unlocked when they are not present.
- b) Each drawer, when activated each day, shall contain
\$200 cash, with maximum coin change accumulation as follows:
- 100 pennies (2 rolls)
 - 80 nickels (2 rolls)
 - 100 dimes (2 rolls)
 - 80 quarters (2 rolls)

\$35 total change, not to include unrolled change

The coin and cash should be arranged in a consistent manner. Separate compartments shall be used for different currency denominations and checks. Using standard bank practice of locating smaller denominations to the far right and larger denominations to the left helps prevent accidental distribution of incorrect denominations. (Banking practice, left to right: \$20, \$10, \$5, \$1, etc.)

- c) After lunch, each cashier will start a new drawer and will continue to use the same drawer next business day until lunch.
- d) If a cashier is absent unknowingly, a back-up Customer Service Division staff

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member who is not the Supervisor will close out the drawer. If there is no other Customer Service Division staff member available to close out the drawer, then the Supervisor may do it. However, if the Supervisor closes out the drawer, then another staff member who is not from the Customer Service Division, but who has been trained as a back-up, will be the one to review and approve the Cash Drawer Reconciliation Worksheet (Exhibit 4).

- e) The amount of cash in the drawer should balance the Billing Software's Cash Edit Listing, (or equivalent module), at all times, if applicable. Cashiers will reconcile their receipts by using the Cash Receipts worksheet and e-mail it to CSS or designee, see Exhibit 5. Random checks of this may be made at any time by the CFO or designee.

D. CLOSING THE DAILY REVENUE BATCH:

1. CASH DRAWERS

- a) Prior to leaving for lunch each day, a Cash Edit Listing from the billing software (or equivalent module) should be run and placed on top of the designated filing cabinet in the vault.
- b) Daily, the Cashier shall E-mail the Cash Receipt worksheet (Exhibit 5) to the Customer Service Supervisor or accounting staff.
- c) Upon returning from lunch, the second drawer will be used. This is located in the designated filing cabinet in the vault. A new batch will be initiated in the billing software or equivalent module used for cashiering services, for the new drawer.
- d) The Customer Service Supervisor (CSS) or designee, which is not the cashier, will count the drawer content and review and approve the reconciliation of the daily receipts in the afternoon and will review and approve the Cash Drawer Reconciliation worksheet (see Exhibit 4), that has been prepared by the Cashier or other Customer Service staff member.

- 1) CSS or designee staff will count the cash, checks, and credit

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and/or debit card receipts and compare against the Cash Drawer Reconciliation worksheet.

e) The cash drawer should balance with the billing software (or equivalent module used for cashiering services) Cash Edit Listing minus the beginning cash balance of \$200.

1) In event of a discrepancy, the cashier will be requested to reconcile with the following procedure:

- i. Compare each check, credit and/or debit card receipt copy and ensure correct amount is entered and payment code is appropriate.
- ii. If a payment code is entered incorrectly, the Cashier shall go to billing software (or equivalent module used for cashiering services) and change the receipt and print the new receipt. The old and new receipt shall be stapled together
- iii. Count the number of receipts and compare it to the billing software (or equivalent module used for cashiering services) Cash Edit Listing. If a receipt is missing print the receipt again.
- iv. Check if credit or debit card transactions were transmitted to the merchant processor. Ensure total batch transmission amount matches billing software (or equivalent module used for cashiering services) Cash Edit Listing. The batch settlement to the bank account takes a few days for the merchant processor to perform, so on a daily basis, for a current batch, settlement information will not be available.
- v. Ensure that a combination of payment codes is recorded appropriately. Highlight or mark the receipt for these types of transactions.

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- vi. Recount cash in drawer minus the beginning balance cash balance of \$200
- f) Once reconciled, if necessary, the Cash Overage or Shortage form (see Exhibit 6) is to be completed and submitted to the CSS by the Cashiers with a copy of Cash Drawer Reconciliation worksheet
 - 1) CSS shall submit cash variances to Accounting weekly
- g) The Cashier shall complete the bank deposit slip and shall take a deposit bag to enclose cash, checks, and original deposit slip. All deposits not made daily shall be held in a secured location such as a safe, which shall only be accessible by cashiering staff. Further, upon placing cash in a safe, it is the responsibility of the Cashier to count the cash (with at least one witness), bundle it and label it with the amount counted and their signature and date on the label. Any witnesses during the count shall also sign and date the label. Once the bundle of cash is taken out of the safe the next morning, it shall be counted again (with at least one witness) and documented if there were or were not any discrepancies between that count and the previous count. If there were discrepancies, then those irregularities need to be reported to the Supervisor and resolved immediately.
 - 2) Anytime cash changes hands between District staff, it shall be counted, witnessed and documented to maintain the chain of custody.
- h) The Cashier shall scan the deposit slips, along with the plastic strip number from the deposit bag, to a centralized location.
- i) The Customer Service Supervisor shall give access to the credit and debit card batch transmission and batch settlement reports to Accounting for each merchant ID number and terminal ID number.
- j) Customer Service staff shall file all receipts, Cash Drawer Reconciliation worksheet, yellow copy of the deposit slip, and billing software (or equivalent module used for cashiering services) Cash Edit Listing in a manila envelope

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and scan to a central location, where read only access shall also be provided to Accounting staff.

1) On the manila envelope Customer Service staff shall enter the following:

- Employee number
- Employee name
- Label as “Cash Drawer”
- Date
- Batch name/number(s)
- Total Cash
- Total Check
- Total Deposit
- Total Credit Card
- Enter cash variance if applicable

2) In the name of the scanned file, it should identify:

- The batch date
- The batch name/number(s)

k) Finally, Customer Service staff shall initiate the interface of the batch to the general ledger

2. MAIL IN CHECK DEPOSITS

Check deposits are done through the bank’s hi-speed check scanning deposit service (sometimes referred to as Remote Deposit, or Check 21) which uses an electronic hi-speed scanning machine. A bank deposit report is created upon completion of deposit. This hard copy must be filed and scanned in a central

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location by the Customer Service Division staff. This shall be included in the file of all receipts, alongside the Cash Drawer Reconciliation worksheet, and Billing software (or equivalent for cashiering functions) Cash Edit Listing, deposit slips and credit/debit card merchant processor batch transmission report. This should be filed in a format similar to that prescribed in the section above for “Cash Drawers”.

3. INTERACTIVE VOICE RESPONSE (IVR):

The IVR method of customer payment collections starts by customers calling into the designated IVR phone number, which they can do 24/7. The customers will be greeted and guided through a series of prompts. The customer will enter their payment reference number which can be their invoice number or account number. At this time the IVR will interact with the billing software to validate the information provided by the customer. It will also present the customer with the balance on their account and amount of their invoice.

When the customer is ready to pay, they will enter their credit card or debit card information which will be authorized in real time as the IVR system is connected to the merchant processor. The customer will then receive a confirmation number and may also receive a text message to their mobile number for a written confirmation if desired. Each transaction is transmitted to the merchant processor in real time and is immediately available to be viewed on the merchant processor online statement if desired.

Further, since the IVR is connected to the billing software, the customer’s account will also be posted with the payment information in real time.

Given that this method of payment is fully automated, it is still imperative that reconciliations be done daily for these types of transactions as well, to verify and confirm the reliability of the system and to check for any possible errors.

Therefore, on a daily basis, Customer Service Division staff shall reconcile the transactions posted to the billing system from the prior day’s batch and reconcile

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that batch of transactions to the merchant processor's online statement for the batch of transmitted transactions during the prior day. Additionally, it shall be the responsibility of the Customer Service Supervisor to ensure that IVR transactions receive their own transaction type or method of identification within the billing software to be able to run reports of those types of payments. This will facilitate the reconciliation process.

Since the IVR payments shall be included in the billing system's batch before being interfaced to the general ledger, it shall be the responsibility of Customer Service Division staff to include the merchant processor's batch transmission report as part of the supporting documentation of that batch. This supporting documentation should be filed in a format similar to that prescribed in the section above for "Cash Drawers".

4. INTERNET PAYMENTS:

Internet payments are also automated and are completed in a manner similar to IVR. The customer will log into the designated website, be prompted for their payment reference number which can be their invoice number or account number. The website will interact with the billing software to validate the information provided by the customer. It will also present the customer with the balance on their account and amount of their invoice. When the customer is ready to pay, they will enter their credit card or debit card information which will be authorized in real time as the website is connected to the merchant processor. The customer will then receive a confirmation number and may print out the confirmation if desired. Since the website is connected to the billing software, the customer's account will also be posted with the payment information in real time.

Given that this method of payment is fully automated, it is still imperative that reconciliations be done daily for these types of transactions as well, to verify and confirm the reliability of the system and to check for any possible errors.

Therefore, on a daily basis, Customer Service Division staff shall reconcile the transactions posted to the billing system from the prior day's batch and reconcile

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that batch of transactions to the merchant processor's online statement for the batch of transmitted transactions during the prior day. Additionally, it shall be the responsibility of the Customer Service Supervisor to ensure that internet transactions receive their own transaction type or method of identification within the billing software to be able to run reports of those types of payments. This will facilitate the reconciliation process.

Since the internet payments shall be included in the billing system's batch before being interfaced to the general ledger, it shall be the responsibility of Customer Service Division staff to include the merchant processor's batch transmission report as part of the supporting documentation of that batch. This supporting documentation should be filed in a format similar to that prescribed in the section above for "Cash Drawers".

5. BANK LOCK BOX, SATELLITE LOCKBOXES, AND ON-CAMPUS LOCKBOX

The District has several lockbox options for customers to mail in or drop off their payments. Customers can (1) mail in their payments to the Bank Lockbox directly, (2) they can drop off their payments at a lockbox at one of the District's satellite locations, and (3) they can drop off their payment at a lockbox at the District property. For payments that were dropped off at the satellite locations and at the District property, Customer Service Division staff are responsible for collecting the payments and sending them to the Bank Lockbox. An armored car pick-up service shall be used when transporting customer payments and shall be arranged for and monitored by the Customer Service Supervisor.

The bank lockbox is opened daily by the bank's lockbox service provider. The envelopes with the customer payments, remittance advices, and any customer correspondence are opened and scanned. The lockbox service provider will prepare a file of all the scanned images, as well as a file of customer payment information that is in a format which is upload-able into the billing software. For all payments received in the lockbox, when the lockbox is opened, the payments contained get combined into a deposit and get credited to the District's account

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that same day.

On a daily basis the lockbox service provider will transmit the lockbox payment file, deposit slip copy, and the file of images to District Customer Service staff. Once obtained, Customer Service staff will upload the file to the billing software to post the customer payments. On a daily basis, Customer Service Division staff shall reconcile the transactions posted to the billing system from the prior day's lockbox batch and reconcile that batch of transactions to the deposit slip copy provided by the lockbox service provider.

Additionally, it shall be the responsibility of the Customer Service Supervisor to ensure that lockbox transactions receive their own transaction type or method of identification within the billing software to be able to run reports of those types of payments. This will facilitate the reconciliation process.

Since the lockbox payments shall be included in the billing system's batch before being interfaced to the general ledger, it shall be the responsibility of Customer Service Division staff to include the copy of the deposit slip and lockbox service provider's daily batch report of transactions as part of the supporting documentation of that interface batch. This supporting documentation should be filed in a format similar to that prescribed in the section above for "Cash Drawers".

6. ACH CREDIT & WIRE-IN PAYMENTS

There are instances where customers, granting agencies, or others make payments to the District through ACH credits or wire-in payments to the District's bank account. In these instances, it is imperative that the customers include their account number or another piece of identifying information included in the addenda of the electronic transaction. This will show up on the District's bank statement or bank notice of such account credits.

For customer payments such as these, it is the responsibility of the Customer Service Division to view the bank account online statement and bank notices daily to obtain customer payment information and to post the payment to the billing

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system. Once posted, a screen shot of that posting shall be forwarded to the Accounting Division for Accounting staff to track and incorporate into their monthly bank reconciliation process. If the Customer Service staff member is not sure which transaction code or fee code to use, it shall be their responsibility to ask the Customer Service Supervisor, the Billing Supervisor, or the Accounting Manager.

ACH credits and wires-in, once posted shall also fall into the daily interface batch to be initiated from the billing module of the finance software. It shall be the responsibility of Customer Service Division staff to include the copy of the bank's ACH Credit or wire notice as part of the supporting documentation of that interface batch. This supporting documentation should be filed in a format similar to that prescribed in the section above for "Cash Drawers".

SECTION 9: OVERCOMING OBSTACLES ARISING FROM VARIOUS TENDER TYPES:

1. CREDIT CARD TRANSACTIONS THAT DO NOT SETTLE AND CHARGE-BACKS:

Failure to settle within the specified period of time will require a second authorization from the cardholder. If the second cardholder's authorization is not obtained, the transaction will result in lost revenue.

A "chargeback" (also known as a reversal) represents the amount of the original transaction that the credit card network debited from the merchant statement based on an item that was successfully disputed by the customer on his or her credit card statement. The District will receive chargeback notifications from the Merchant Processor for over-the-counter transactions and from the vendor for web and IVR transactions. Billing Division staff must respond directly to the Merchant Processor within the "respond by" date provided in the chargeback notification and provide the requested information and appropriate documentation to demonstrate legitimacy and accurate processing of the original transaction. The Merchant Processor or vendor has sole authority to determine if the chargeback will be reversed and a credit will be issued to the District.

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The Billing Supervisor shall ensure that Billing Division staff have access to view online the merchant processor's notifications of customer disputes and chargebacks. In very rare cases where staff can foresee that they will not be able to submit everything within the required time frame set by the merchant processor, the Billing Supervisor shall ensure that staff contact the merchant service provider to ask for a special extension. There is no guarantee that merchant services provider will provide an extension, but it is important to communicate with them.

The process for recording chargebacks into customer accounts shall follow the same process for recording NSF checks into customer accounts. Please see Section 9.3 for more information.

Even though the District, as the merchant, is given some time to retrieve the documentation related to the charge, the merchant services processor will debit its merchant account right away upon the receipt of the disputed charge from the credit card network. If the claim turns out to be in the District's favor, a credit will appear in its merchant statement and, at that time, the District can record the revenue again.

Although the District can charge a fee to customers for NSFs, it cannot charge a fee for a chargeback. A chargeback fee cannot be imposed by a merchant upon a customer or cardholder. Even though the customer loses the claim, the credit card network does not allow fees to be imposed upon a customer for disputing a charge that appeared on his or her credit card statement.

2. COUNTERFEIT CURRENCY

If staff discover the counterfeit currency before deposit, they shall send the money to the bank for investigation. If the bank contacts the department to let it know about the counterfeit currency, then Accounting should record cash shortage since the bank does not give credit for the counterfeit deposit. Since it was cash, staff would not be able to identify which customer account should be adjusted. It is the responsibility of Cashiers to review currency to ensure it is not counterfeit.

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3. BOUNCED (NSF) CHECKS

All returned payments will be posted to the customers' accounts, and correspondence with the payment due will be issued to the customers by the Billing Department within 2 business days of receipt of the returned payment notification from the Bank. The Billing Supervisor shall make sure that staff have access to the bank website to view NSF notices. A Returned Payment Fee transaction shall also be posted to the customer's account. Accounting staff shall not record the returned payment in the general ledger separately, if the returned payment is already being recorded in the billing module of the accounting software. Accounting staff shall document the returned payment on the Returned Payments Log (Exhibit 7). This Returned Payments Log shall be in a central location so that Billing staff and Accounting staff have access to it. Further, one copy of the bank notice (or statement) detailing the returned payment shall be maintained by Accounting staff for bank reconciliation purposes, while another copy shall be maintained by Billing staff and/or attached to the customer's record in the billing software. Additionally, since the posting of the return payment to the customer's account will result in this transaction falling into the daily interface batch, it shall be the responsibility of Billing Division staff to include the copy of the bank's NSF Check notice as part of the supporting documentation of that interface batch. This supporting documentation should be filed in a format similar to that prescribed in the section above for "Cash Drawers".

Further, customers with multiple returns from the online payment system and/or the IVR program will be disabled from using those payment methods. In this case, the billing clerk shall then follow the policy and procedures for how to resolve delinquent account issues (See Section 17 of this Policy). For NSF Checks, even if the amount of the written check was for a small amount such as \$5, \$10, or anything less than \$50, the District should still collect the \$50 NSF fee from the customer.

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Customers with returned payments are not eligible for grace periods and are subject to disconnection by the later of **1)** the next business day after their bill due date, or **2)** after 48 hours' notice.

The Billing clerk shall also:

1. Issues an RPMT letter to the customer, using the due date as determined on the "Returned Payment Item - Processing Checklist" (Exhibit 8).
2. Update the "Returned Payments Log" (Exhibit 7).
3. File the checklist and supporting documents in the next business day's Delinquent Processing folder for follow up.
4. Review the Delinquent Processing folder each day and make any adjustments as appropriate.
5. File the Returned Payment checklist and supporting documents when the all steps are completed.

Accounting staff shall trace from the Returned Check Log to the billing system's daily batch interface, and then to the general ledger to make sure that the returned check transaction was properly accounted for. This process shall be done while posting the daily batch of transactions interfaced from the billing system as well as while performing the monthly bank reconciliation. Any discrepancies shall be followed up by Accounting staff and resolved in a timely manner.

It shall be the responsibility of the Billing Supervisor to review the Returned Payment Log on a monthly basis, at least, and follow up with Billing staff if returned payments have not been fully addressed or documented in a timely manner.

SECTION 10: APPLICATION OF CUSTOMER PAYMENT TO CUSTOMER ACCOUNT

Each of the locations and methods of tender acceptance, as illustrated in the Tender Table (in Section 3), provides a method of collecting customer payments, and the table explicitly states the supporting documentation that must be maintained. Once the payments are collected, they must be "rung up" in the billing software, which means they

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must be applied to the accounts of the customers who submitted their payments.

For payments collected at the District property Customer Service Division staff shall be responsible for entering the data from the payments into the billing software which shall include the following fields of information:

- Amount
- Date payment was received
- Effective date of the payment (if applicable)
- Customer and/or account name/number
- Payment method of Cash, check, credit card, debit card, ACH Credit, or wire.
 - If paid by check, ACH credit, or wire, then the data entry shall include the check/payment number and any addenda or check memo
- Selection of the correct billing system transaction and/or revenue code (if applicable) to indicate what the collection was for

After payments have been “rung up”, then at the end of the day, a batch will get created, and will need to be included in the balancing and reconciliation process of each individual “register”, which will be performed by cashiers or by other Customer Service Division staff. This balancing and reconciliation process shall include a component of data entry review to ensure that transactions have been correctly applied to the correct account, for the correct amount, as well as ensuring the accuracy of other entered data.

For payments that get collected from the District’s website, IVR, and lockbox methods, please see the methods of uploading those payments to the billing software in their respective sections above in Section 8.

PARTIAL PAYMENTS

If a customer has an outstanding balance of \$10 or less from their current regular bill, and owes the \$15 late fee, customer is allowed to rollover balance up to one billing cycle. If an NP Service Order prints, it may be cancelled by Customer Service Representative. Balance from a regular bill less than \$20 will not generate a late fee or NP service order

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because the outstanding balance threshold is currently less than \$20.

If a Customer Service staff member cancels a NP Service Order, the following shall be verified in a timely manner:

1. Total outstanding balance must be less than \$25, including the \$15 late fee, is allowed to rollover to the next billing cycle.
2. Ensuring that the customer isn't keeping a running balance due. Outstanding balance cannot be from a previous rollover
3. Cancel NP service order with Supervisor approval

SECTION 11: BILL/CUSTOMER ACCOUNT ADJUSTMENTS AND TRANSFERS

Billing adjustments may be initiated by Billing Division staff or by Customer Service Division staff. However only Billing Division staff shall have access to make adjustments to bills in the billing system. It is the responsibility of Billing Division staff to maintain supporting documentation for any adjustments made to customers' accounts in a central location that can be accessed by the Billing Division, Customer Service Division and Accounting Division.

SECTION 12: INTERFACING REVENUE RECEIPT TRANSACTIONS AND BILLING ADJUSTMENTS TO THE GENERAL LEDGER

At the close of each business day, the transactions recorded in the billing software (or equivalent module used for Cashiering functions) shall be grouped into a batch (or broken down into multiple batches if needed) which will be done by the software, that covers transactions coming in from all various Tender acceptance locations (as described in the Tender Table in Section 3 above). Additionally, daily, data regarding billable transactions are also added to the billing software and reconciled against supporting documentation. Once the batches are created, and the appropriate register balancing and transaction reconciliations have been done by Customer Service Staff and/or Billing Division staff, respectively, the members of those divisions will initiate an interface to the general ledger

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module of the finance software. Each interface batch shall be given a batch name and date by the person initiating the interface. Further, that person shall maintain a “pre-interface” report, in a central location, daily, so that once interfaced, there will be a documented trail for staff to follow if subsequent errors are found. The transactional data that gets interfaced, will be arranged in the form of a journal entry using object, budget unit, and project codes (if applicable) that will summarize the transactions for posting to the general ledger. This information will eventually get used and pulled into financial reports by Accounting staff.

Once the interfaces are completed, those batches shall appear in the finance software’s module for proposed journal entries awaiting to be posted, or equivalent module. Therefore, daily, it is the responsibility of Accounting staff to review the proposed journal entries and check for reasonableness, applicability, and completeness of the following supporting documentation which shall be placed in a central location by Customer Service Staff and/or Billing Division staff:

- All of the documentation as described in the Tender Acceptance Table in Section 3.
- Copy of Pre-Interface Report(s)
- Copies of source documentation that support the creation of new bills, billing adjustments, or customer deposit information.
- Copies of source documentation that support the need to issue a refund check/payment to a customer

Once this review by Accounting staff is done, then Accounting staff shall post the batches to the general ledger. If there are any discrepancies found between the batches interfaced, the supporting documentation, and or between the bank statement, then those discrepancies shall be followed up on by Accounting staff until resolved. This follow up shall be done timely to allow for monthly bank reconciliations to be completed.

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SECTION 13: ALLOWANCE FOR DOUBTFUL ACCOUNTS

Yearly, the Accounting Division shall run a report that provides trend information regarding the aging of receivables across all revenue types. Further, a secondary report shall be run by the Accounting Division that summarizes the trends in the dollar amount of write offs that have occurred across all revenue types. Accounting staff shall use the information from these reports to estimate the dollar amount or percentage of the Allowance for Doubtful Accounts that shall be used for preparing the annual financial statements, or any other reports as necessary.

Once an estimate is prepared a journal entry shall be initiated by Accounting staff, and then reviewed and approved by the Accounting Manager. At that time, it may be posted to the general ledger.

If there are circumstances during the year that materially affect the estimate or projection of write-offs and/or receivable aging, then Accounting staff shall propose other adjusting journal entries as appropriate to be able to include a more reasonable estimate within any needed financial reports. The Accounting Manager shall initiate the process of mid-year adjustments to this account balance.

SECTION 14: COMMUNICATION WITH CUSTOMERS

BILLING DISPUTES:

Any customer desiring to contest the validity or accuracy of his/her bill shall, before the delinquent date, notify the District's Customer Service Division. If a Customer Service representative, Customer Service Supervisor, or CFO is unable to satisfy the customer, his/her claim may be reviewed by the GM. The last step for escalation would be legal counsel. Service will not be discontinued during the period the validity or accuracy of a bill is being contested. When a decision has been reached, the customer must pay all charges and penalties by the bill's due date for the bill or seven (7) calendar days from the date of the decision, whichever date is later, to ensure continued service.

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SECTION 15: PAYMENT PLANS

To accommodate customers' needs during a hardship, the District shall offer payment extensions, (up to four business days), and payment plans, (more than four business days), on a limited basis.

Customers are allowed to extend the Important Notice post card due date, to delay or prevent a late fee. Or, they may extend the cut-off date to delay or prevent a turn off for non-payment. The agreed upon payment(s) must be made in full, (partial payments are not acceptable). Customers who extend their cut-off dates and do not make the agreed upon payment, will be turned off for non-payment on the next business day after the payment due date, without any additional notification

Payment extensions may be granted without prior supervisor approval, provided that all of the following conditions are met:

1. the request for extension is made by the billing party as listed on the account, (note: the request may be made by a non-billing party if the customer is hospitalized),
2. the customer has not had any other extensions in the past six months,
3. the length of the extension does not exceed four business days,
4. the customer agrees to pay the entire delinquent amount due, (plus any applicable fees), on the extended due date,
5. the amount of the extension request is less than \$500.00.

Payment plans may be granted without prior supervisor approval, provided that condition#1 above is met, and the payment schedule is determined based on the following:

Amount	Payment Schedule
Less than \$100.00	Divide the amount by 2, due every two weeks after the next due date.

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\$100.00 to \$199.99	Divide the amount by 3, due every two weeks after the next due date.
\$200.00 to \$499.99	Determine the number of payments, (maximum of five), by dividing the amount by 100 and rounding to the nearest 1. Divide the amount by the number of payments, due monthly on the same day of the month as their most recent bill due date.

All other payment extension and payment plan requests require prior supervisor approval.

Once the Customer Service Division staff member receives the request for an extended due date from the customer, they shall complete the Payment Extension Form or Payment Plan Agreement. (See Exhibit 9 and 10). If the Customer Service Supervisor denies the customer's request, then the Customer Service Division staff member must notify the customer and remind them of the payment due date. However, if the request was modified the Customer Service Division staff member shall update the Payment Extension Form or Payment Plan Agreement as appropriate, and notify the customer of the modifications and the payment due date(s). At that time, the Form or Agreement shall be submitted to the designated Billing Specialist, who shall:

1. Within one business day, enter the Payment Extension Form or the Payment Plan Agreement information into billing software.
2. If the account is scheduled for delinquent processing later on the same day, the Billing Specialist will need to delete the active delinquency record on the account.
3. Record the data entry date and initial the form.
4. Submit the form to the Customer Service Supervisor.
5. Review the completed form and initial as appropriate.

The CFO or designee shall also review and approve the forms.

The Billing Specialist shall review the repayment status of payment plans and payment

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extensions daily and determine if next steps for delinquencies shall be initiated. Please see the Section 17 on Delinquencies below.

SECTION 16: CUSTOMER REFUNDS

On a daily basis, the Billing Specialist shall prepare a report of proposed customer refunds and forward this report to the Billing Supervisor with the related supporting documentation, for review and approval.

While the Billing Specialist prepares the report of proposed customer refunds they shall also check to see if the customer's deposit can be transferred to an active account for the account holder based on the following criteria:

1. Account holder has an outstanding balance.
 - a. Name must exactly match the accounts.
 - b. Dual name account holder must match the accounts.
 - c. Match driver's license number or last 4 digits of SS#.
2. The account is a developer. For example: Lennar and KB Home.
 - a. Match Federal Tax ID
3. Owner paid tenant's outstanding balance before Final status.
 - a. After final bill is generated, if tenant's account has a remaining credit balance then transfer to owner's account.

If the customer's balance is \$15 or less, then it will be written off, unless the customer requests a refund.

If approved, the Billing Specialist shall enter the date approved into the billing software or other designated tracking mechanism and prepare a batch of proposed customer refunds. The Billing Specialist shall also prepare a Request for Payment (Please see the Accounts Payable Policy for the Request for Payment Form) with sufficient supporting documentation. The Request for Payment shall include supporting documentation of the amount to be refunded, including screen shots of the billing

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system that shows that the customer is owed a balance, that there are no other balances owed to the District by the customer, or that any balances that are owed to the District by the customer have been factored into a partial payment, or factored into another appropriate balance to be settled at a later date.

The Billing Supervisor shall be responsible to ensure that the District does not violate the 60-day refund Water regulation (Water Service Regulations/Article 9/902d.).

Further, the Billing Supervisor is responsible to provide the CFO or designee with a customer refunds report on a weekly basis. The Billing Supervisor shall also provide the CFO with a report of customers with credit balances on a weekly basis and explain any circumstances where customers with credit balances are not having refunds processed.

Refunds shall be paid by check unless the customer requests to have the payment refunded to their credit card. If a payment is to be refunded to a credit card, then this requires the presence and signature of the Customer Service Supervisor as well as the Accounting Manager or designee. Once the credit card refund is processed it shall be rung up in the customer's account by the customer service staff member immediately. The copy of the approval from the Customer Service Supervisor and the Accounting Manager or Designee shall be included in the daily batch interface supporting documentation and scanned into a central location as described in Section 8. When refund checks are processed, the Accounts Payable staff shall provide a copy of the check register to the Billing specialist to update the billing system with the check number, check date, and resulting balance on the customer's account. The method of payment of a refund is not dependent on how the customer originally paid.

All deleted customer refunds should be removed from the refund batches to avoid delays for the remaining customers. The deleted refunds will be tracked to ensure that they are thoroughly processed within 4 business days and to avoid an accumulation of deleted customer refunds that are pending. If customer refund deletions are approved by the Billing Supervisor, then the Billing Specialist shall update the billing software with the appropriate adjustment information. On a weekly basis the Billing Specialist shall provide the Billing Supervisor with a report of customer refund deletions and shall attach the original approved customer refund deletions listing. The Billing Supervisor should follow up and investigate any variances or irregularities.

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SECTION 17: DELINQUENCY/SHUT OFF/COLLECTIONS

DELINQUENCY

Customer bills are due 21 days after the date of the bill. On the 22nd day, the bill is considered “delinquent” and the District sends “Important Notice” to customer. 7 Days after due date District sends delinquent notice “Urgent Notice” to customer and billing applies \$20 late fee. After an additional 7 days past due from the delinquent “Urgent Notice” the water services will be cut off. Final delinquency notices are prompted every day in the system automatically. If a customer does not have sufficient funds for full payment of the bill, water service may not be restored pursuant to Government Code Sections 60372-60374. Payment of all charges, including any field service calls will be required for restoration of service. A deposit shall also be required for restoration of service.

If service has been discontinued, a follow up investigation will be made to ensure that the service is in an inoperative status. If the service has been tampered with, the meter will be removed immediately, and the appropriate charges will be added to the account. Service will not be restored until the account is paid in full. After the meter has been pulled, a follow up investigation will be made again to ensure that the service is in an operative status. If the service has been tampered with again, the service will be terminated at the water main and the appropriate changes will be added to the account. Additionally, a lien shall be filed on the property, and law enforcement authorities shall be notified. Service shall not be restored until the account is paid in full.

Accounts with delinquent final bill amounts due must be processed within two business days of each of the scheduled delinquent processing action dates to ensure that every reasonable effort has been made to collect the amounts due and/or secure the District's claims in a timely fashion

It is the obligation of the Billing Specialist to:

1. Initiate the mass processing of Final Delinquent Notices, daily
2. To generate notices on Day 16, (or the next business day), (*Note: due dates on*

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the letters are 15 days after the letter date.)

3. Verify that each letter is recorded properly in the Customer Letter Maintenance file.
4. Determine which accounts require a separate Final Delinquent Notice for the property owner by using the billing software, the county tax collector's website, PIMS, and/or any other available documentation or sources of information. All sources should be reviewed to determine the best available billing address for the property owner. If necessary, multiple letters may be sent to multiple addresses
5. Manually processes separate Final Delinquent Notices for property owners, through the Customer Letter Maintenance file
6. Makes copies of the Final Delinquent Notices, and prepares the originals for mailing
7. Files the copies of the Final Delinquent Notices, (along with any supporting documentation), for follow up at Day 32, (or the next business day). Day 31 is the final delinquency notice due date.

WRITE OFFS, COLLECTIONS, AND LIENS

In regard to write offs, collections, and liens the Billing staff member is responsible for:

1. On a daily basis, reviewing the Final Delinquent Notices on Day 32, (or the next business day), to identify those that remain unpaid.
2. Determine whether the unpaid balances should be processed for Write-off, Collection, or Lien.
 - a. The GM or designee may at his/her discretion write off accounts less than \$2,500.00 that he/she determines are uncollectible for any of the following reasons:
 - i. The debit is deceased without leaving an estate

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- ii. The debtor's whereabouts have been unknown for 90 days
 - iii. The collection agency to which the account was assigned has reported the account as uncollectible
3. Processing the accounts for Write-off in the billing software system, if applicable.
 - a. Preparation of the "Write- Offs Report", daily.
 - b. *The Billing Specialist shall forward the Write Offs Report to the Billing supervisor for review and approval on a daily basis.*
4. Adding the Collection Fee to the accounts identified for collection processing
 - a. Preparation of the "Collections Report", daily, and submission of the report to the Billing Supervisor for review.
 - b. The Billing Supervisor shall submit the approved collections-accounts to the approved collection agency
5. Adding the Lien Fee, to the accounts identified for collection processing.
 - a. After the Lien Fees are posted to the customer account, the Billing Specialist shall prepare the Certificates of Lien - Owner and submit them to the Billing Supervisor. After they are reviewed and approved by the Billing Supervisor, they shall be presented to the CFO for signature, which shall be notarized. After notarization, the Certificates shall be returned to the Billing Supervisor for an additional review. After this additional review, a Billing Specialist shall prepare the certificates for filing with the County Recorder's Office, along with the relevant supporting documentation.
 - b. The Billing Specialist shall update the billing software for noting which accounts have filed Certificates of Lien. This person shall also prepare a Liens Report and update the Liens Tracking Log, daily.
6. On a monthly basis the Liens report, Write-offs report, and Collections report shall be submitted to the CFO or designee for presentation at the pre-designated Board meeting.

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SECTION 18: CUSTOMER DEPOSITS

A deposit shall be required for all customers. The deposit once received is a liability of the District until earned. Therefore, the District must track deposits for each customer. The CFO or designee shall have access to run a report of all deposits at any given time. The Billing Supervisor or designee shall review the deposit balances monthly and determine if any irregularities exist and resolve those errors in a timely basis. Further, the Billing Supervisor or designee, shall include a review of deposit balances, while processing delinquent accounts, or closed accounts. Deposits will be held in the District's checking account, or LAIF account, or equivalent.

Deposits will be based on twice the average annual bimonthly billing for the account or as determined by the Customer Service Manager. No interest will be paid on the deposit. The deposit will not excuse future late payments.

When an account is closed, the deposit will be returned less any sums owed the District.

When a deposit is required and the customer is unable to make immediate payment in full, half of the outstanding account balance, including the deposit, must be paid to maintain service, with the remaining balance due within seven (7) calendar days.

SECTION 19: ACCOUNT CLOSURES

Whenever a customer closes an account, a final reading will be taken, and a closing bill rendered. For amounts due on closing bills beyond twenty-one (21) calendar days, a letter will be sent to the customer as a final reminder of the amount past due. At this time the customer will also be notified that additional collection steps will be taken if the District does not receive payment. Unpaid balances shall be subject to the Delinquency policy as stated in Section 17.

Unpaid closing balances from one account may be added to accounts of the same customer. Such charges shall become part of the customer's active account and shall be subject to Turnoff for nonpayment of the balance remains unpaid.

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SECTION 20: POLICY TERMS:

All staff shall be familiar with this cash handling policy and must acknowledge receipt of the policy using the attached form.

Any employee found to have violated this policy may have his/her cash handling authorization limited or revoked completely and may be subject to formal disciplinary action up to and including termination from District employment

The Finance Division shall perform a review of all District Cash handling policies, procedures, functions and processes on a regular basis, but at minimum of every two years.

The District's independent auditors shall review the City's cash management controls through the course of their annual audits as needed.

EXHIBIT 1

WEST VALLEY WATER DISTRICT CASH COUNT SHEET

DATE OF COUNT: _____

Petty Cash Change Fund Other

Currency	_____ X	\$ 1 =	_____
	_____ X	\$ 5 =	_____
	_____ X	\$ 10 =	_____
	_____ X	\$ 20 =	_____
	_____ X	\$ 50 =	_____
	_____ X	\$ 100 =	_____

TOTAL CURRENCY: _____

Coin	_____ X	.01 =	_____
	_____ X	.05 =	_____
	_____ X	.10 =	_____
	_____ X	.25 =	_____
	_____ X	.50 =	_____
	_____ X	1.00 =	_____

TOTAL COIN: _____

CHECKS: _____

PETTY CASH DISBURSEMENT VOUCHERS: _____

OTHER: _____

TOTAL CASH AND VOUCHERS: _____

TOTAL TO ACCOUNT FOR: _____

OVERAGE OR SHORTAGE: _____

First Person Making Count: _____

Second Person Making Count: _____

EXHIBIT 2

Exhibit 1 - Service Order Timeframes

All service orders are due from the field within two (2) business days after the scheduled completion date, with the exception of the following:

Due from the field within one (1) week after the scheduled completion date.

<u>Code</u>	<u>Description</u>
BB	Spray Bees in Meter Box
CS	Check for Stuck Meter
DB	Replace Damaged Box
DG	Dog - Get Read
DL	No Meter or Service
GP	Gopher Proof for AMR
IR	Install Resetter
MX	Change Meter
RA	Replace Angle Valve
RE	Exchange Register
RI	Reinstall Meter
RL	Replace Lid
RM	Reset MXU
RX	Repair or Replace AMR
WQ	Water Quality

Due date varies. Tracking & reporting begin two (2) weeks after the scheduled completion date.

<u>Code</u>	<u>Description</u>
XU	AMR Installation

Note: Any service order types added after the date of this policy are due by the next business day after the scheduled completion date, unless specifically indicated otherwise.

EXHIBIT 3

Service Order Type Codes (Rev. 04/20/09)
Sorted by Code Description

Issued by CS	Code	Description	Notes	Rate Class	Radio/Next day	Completion of service orders
No	RC	Advise of Returned Check	Causes field personnel to hand deliver returned check letter to customer.	All	Next day	Complete and then type any comments written by field person.
Yes	AV	Advise to Contact Office	Use only with Supervisor's permission. To be used when a document is to be delivered to a customer by field personnel (document must be attached). Staff should try calling the customer before issuing this type of Service Order.	All	Next day	Service order should be completed if all documentation has been completed by field personnel and type in any comments.
Yes	AH	After Hour Turn On	These are issued from a review of the previous night's answering service calls. Manually complete AH service orders immediately and do not send them out to the field. Complete a correction form to add After Hours fee if applicable.	All	4:00 - 5:00 p.m. Call the supervisor first, then radio to the field staff. (note: if the supervisor is not available, leave a message). After 5:00 p.m. Call the supervisor. If the supervisor is not available, call the answering service.	Get after hours fax and make service orders as needed. Enter comments from on call staff and complete. If charges are needed mark the box for generate charge and type any comments in. Charges will update automatically.
No	XU	AMR Installation	Issued at the request of Meter Supervisor, or by service desk for new meter installations.	Not Hydrants	Next day	Set up through meter inventory/meter exchange or register exchange (2nd option).
No	MX	Change Meter	Generated as a result of Stuck Meter or Meter Damaged Service Orders or by visual in the field.	All	Next day	Complete the meter change. Must be given to billing. Update In/Out readings, ECR, MXU, & Lat/Long as needed.
No	CS	Check for Stuck Meter	Use when read hasn't changed in two cycles or more.	All	Next day	Give service order to billing clerk if marked unbilled. Billing clerk will complete. Update ECR, MXU, Lat/Long if needed. Issue DC service order if: 1) the location is vacant, 2) the account is delinquent, and 3) the current customer is NOT a property manager. (note: if the property is vacant and the account is delinquent, but the current customer IS a property manager, follow the NP process).
Yes	FO	Close / Transfer	Created automatically when a new customer signs up and the old customer is still active. Staple to NS service order.	All	Next day	Complete in final reading entry put in the reading and type in closing reads and field person's call number.
Yes	MM	Customer Requested - Check for Leak at Meter	Not to be used to extend payment due date. Check prior service orders and enter notes if there is an existing history. Ask: 1) How long has it been leaking, 2) How much water flow is coming from the leak, 3) What is the location of the leak (not the address; the yard or sidewalk, etc) Note: if it is in the street, use MS, & 4) Contact phone number. If the customer requests that the water be turned off, use a TR service order instead.	All	As directed by supervisor: Emergency = Radio Non-emergency = Next day	Complete and type any comments. All leaks are to be recorded in the leak log. Send leak letter.
No	DG	Dog - Get Read	Generated by field personnel as a reminder to bring dog spray when going back for the reading.	Not Hydrants	Next day	Give service order to billing clerk to complete.
No	RE	Exchange Register	Generated by field personnel or Meter Supervisor.	All	Next day	Complete through meters functions maintenance. Input in/out read, input new ECR#, and update any other changes.
No	LM	Field Requested - Check for Leak at Meter	Generated by field personnel so that Maintenance staff will respond	All	Next day	Complete and type any comments. All leaks are to be recorded in the leak log. No leak letter required.

EXHIBIT 3

Service Order Type Codes (Rev. 04/20/09) Sorted by Code Description						
Issued by CS	Code	Description	Notes	Rate Class	Radio/ Next day	Completion of service orders
No	GR	Get Read - Unread - Billing Request	Billing must provide reason why unread. Check Master Route first and use it. Attach copy of notes. Supervisor must approve. Should not use for AMR's, (use RX service order for AMR's). Check for RX service order first.	All	Next day	Give service order to billing clerk to complete.
No	GP	Gopher Proof for AMR	Created by Meter Supervisor only when AMR equipment has been damaged by rodents.	Not Hydrants	Next day	Complete service order and put in any AMR corrections if noted. Give service order to billing clerk.
No	IR	Install Resetter	Generated by field personnel when necessary	Not Hydrants	Next day	Complete and type in any comments from field person and type call number.
Yes	ML	Main Line Leak	Major water flow or flooding, (normally in the street). NOT a broken hydrant.	Not Hydrants	Notify office supervisor, then field supervisor.	Log in leak log, (no correspondence required).
No	IN	Meter Inaccess - Get Read	Get a contact phone number. Generated by field personnel for inability to get read due to car over meter, construction, fence, wall, locked gate, etc.	All	Next day	Give service order to billing clerk if marked unbilled. Billing clerk will complete.
Yes	MC	Miscellaneous	For situations NOT covered elsewhere. Requires supervisor approval	All	Determined by supervisor.	Complete and type in any comments (may have charges).
No	DL	No Meter or Service	Generated by Meter Supervisor. Leads to the creation of a Permanent Delete Form. Occurs when the meter is pulled due to development, or if a duplicate meter is set up in error.	All	Deliver directly to Meter Supervisor.	Give form to Billing Supervisor.
Yes	NW	No Water	Generated by customer calls. This may NOT be used to extend payment due dates. Verify that there is no current NP service order on the account. Provide detailed information for the field personnel.	Not Hydrants	Radio	Complete and type any comments written by the field personnel.
Yes	PZ	Pressure Check	Generated by customer calls. This may NOT be used to extend payment due dates. Provide detailed information for the field personnel. Do not issue PZ service orders if low pressure areas are expected based on field notification.	Not Hydrants	Next day	Complete and type any comments written by the field personnel.
Yes	RI	Reinstall Meter	Use after meter has been pulled, or issued by census if meter in backwards. Supervisor approval is required.	All	Radio if same day turn on, otherwise next day.	Complete through meters functions maintenance. Input new read, and new meter information.
No	RX	Repair or Replace AMR	Generated by field personnel or by billing if AMR account reflects an unread status due to equipment nonresponse or malfunction of any kind, (use GR for non-AMR accounts).	Not Hydrants	Next day	Verify that a U7 "Pulled Meter Charge" was properly billed when the meter was pulled. If it is unpaid, verify whether or not new customer is liable. Complete all information in meter inventory if unbilled give to billing clerk.
No	RA	Replace Angle Valve	Generated by field personnel	Not Hydrants	Radio or Next day per field personnel instructions.	Complete and then type any comments written by field person.
Yes	DB	Replace Damaged Box	Generated by field personnel or through customer notification.	Not Hydrants	Non-hazard = Next day Hazard = Radio	Mark as complete and type any comments from field person and their call number.

EXHIBIT 3

Service Order Type Codes (Rev. 04/20/09) Sorted by Code Description						
Issued by CS	Code	Description	Notes	Rate Class	Radio/Next day	Completion of service orders
Yes	RL	Replace Lid	Generated by field personnel or call from customer	Not Hydrants	Customer generated = Radio Auto-generated from field = Next day	Complete and then type any comments by field person.
Yes	RR	Re-Read - Customer Request	Not to be used to extend payment due date. Consumption must be 60% more or less than the previous month to do re-read. Advise the customer that the field person will check for accuracy of the read, and water flow through the meter. Also advise the customer that he/she does not need to be home. Use when we have a read, but there is a problem with it. Billing must provide a reason why the re-read is needed. Billing must provide consumption history. Billing Supervisor must approve. If the meter is running backwards, issue an RI service order.	No Hydrants	Next day	Field personnel will leave a tag at the property if water flow is detected. Complete and type any comments by field person. If an adjustment is needed give the service order to the billing clerk for cancell/rebill.
No	RU	Re-Read - Unbilled - Billing Request	Generated by Meter Supervisor only.	All	Next day	Give the service order to billing clerk if marked unbilled. Billing clerk will complete.
No	RS	Resequence Route	Generated by field personnel only.	Not Hydrants	n/a	This is done through route resequence. Notify the Billing Supervisor prior to resequencing the route. Resequence the route per the Meter Supervisor's instructions.
No	RM	Reset MXU	Generated by field personnel only.	All	Next day	Complete through meters functions maintenance. Input in/out read, input new ECR#, and update any other changes.
Yes	MS	Service Line Leak	Generated by field personnel, or customer call in. Generally, a leak in the street without major water flow. Ask: 1) How long has it been leaking, 2) How much water flow is coming from the leak, 3) What is the location of the leak (where in the street) Note: if it is NOT in the street, use MM, & 4) Contact phone number.	Not Hydrants	As directed by supervisor: Emergency = Radio Non-emergency = Next day	Complete and type any comments.
No	BB	Spray Bees in Meter Box	Generated by field personnel or through customer notification. If generated by field staff, enter "Get read next day after spraying." into the S/O note.	Not Hydrants	Next day	Give service order to billing clerk if marked unbilled. Billing clerk will complete.
No	DC	T-Off/Lock District Close	Makes account INACTIVE . Use when read hasn't changed in two or more cycles. Also can be generated by staff as a result of CS, NP and UC. Read comments first.	All	Next day	Make sure to TERMINATE the account.
Yes	CL	Turn Off - Closing Read	Check for new sign up using Location ID and check pending folder for application in progress. Provide service order # to the customer, (as a confirmation number). Inform the customer that the refund may take no more than 60 days. Get the customer's forwarding address and phone number. File future date CL's in the future service orders folder.	All	Next day	Complete in final reading entry. Put in the reading and type in closing reads and field person's call number in the S/O comments. (FYI - field staff hangs pink tag when there is no new turn on).

EXHIBIT 3

Service Order Type Codes (Rev. 04/20/09) Sorted by Code Description						
Issued by CS	Code	Description	Notes	Rate Class	Radio/ Next day	Completion of service orders
No	NP	Turn Off Lock for Non-Pay	Generated after no response to door tag or returned check letter. If customer pays, Customer Service staff will radio field to cancel. NP does not make account inactive.	All	Next day	Complete NP Log, (near the radio). If the customer's water is on, cancel the service order. If the water is off, complete the service order. (note: the meter reading will be entered later when the service order is received by billing). Apply the charges using the U3 adjustment code.
Yes	NS	Turn On - New Sign Up	Use after customer has submitted application, deposit, and ALL required documentation. Issue a TS service order if the customer requests a same day turn on. Advise the customer to turn off all sinks, showers, tubs, and hoses, etc. If meter was pulled, use RI to reinstall. If there are pending FO or TS service orders for the location, staple them to the NS service order. Check for a CL on the current account. If there is a CL, check the dates for each. If the CL is scheduled for a date before the NS, then no additional action is required. If the CL is scheduled for a date after the NS, then cancel the original CL because a new FO will automatically generate. Staple the NS & FO together.	All	Radio if same day turn on, otherwise next day.	Complete the service order and input readings through initial readings.
Yes	ON	Turn on - Reconnect	Use after customer turned off for non-pay has paid entire bill. Advise the customer to turn off all sinks, showers, tubs, and hoses, etc. Use AH if it is after hours. If meter was pulled, use RI to reinstall.	All	Radio	Complete the service order and enter any comments, as well as the field personnel's information.
Yes	TR	Turn On/Off for Repairs	Generated when the customer specifically requests that the water be turned off. To be used when repairs are taking place. Enter specific instructions as needed to provide the field personnel with any necessary information. Ask the customer how long the repair is anticipated to take. Advise the customer that in order to get water turned back on, they will need to call the office. Note: There is no charge if the customer calls back after hours for the water to be turned on.	All	Depends on timing of the repairs or emergency. Consult with a supervisor if necessary.	Complete comments from field personnel.

EXHIBIT 3

Service Order Type Codes (Rev. 04/20/09) Sorted by Code Description						
Issued by CS	Code	Description	Notes	Rate Class	Radio/Next day	Completion of service orders
Yes	TS	Turn On-Same Day	Generated when the customer specifically requests a same day turn on. Charge and collect the same day turn on fee. Staple the TS & NS service orders together.	Not Hydrants	Radio	Complete comments from field personnel.
No	UC	Unauthorized Consumption	Issued by billing when consumption is detected on a closed account, or an account that was turned off for non-pay, (note: this service order does not make the account inactive). Check for a new sign up. May be issued by billing to pull the meter with supervisor approval only . Add lock off charges or pulled meter charges as appropriate.	All	Next day	Complete the service order and enter any comments. Notify the Billing Supervisor if this is the 2nd consecutive month of unauthorized consumption, (the account will be evaluated to see if the meter should be pulled). If the meter was pulled, verify that the account was charged for the appropriate fees. Review the account to determine whether or not a District Close should be processed.
No	VM	Verify Meter/AMR Information	Generated by supervisor only.	All	Next day	Complete information given by field person through meter inventory.
Yes	WQ	Water Quality	If issued by billing due to duplicate ECR's in a route, issue a service order for each account. (Generated at request of Water Quality personnel or customer. Complete the Water Quality Questionnaire.	All	Radio or cell phone. Must make contact with Water Quality personnel.	Complete after field person has given comments. Type in comments and call number of Water Quality personnel.

EXHIBIT 5

Cash Receipts Entry

Name Alberto Cashier# W801

Date: 08/22/12

Edit Listing Total: 5,941.36

Variance: 0.00

Cash	Checks	Credit/Debit	Money Order	Non-Cash
93.67	60.17	159.33		
60.00	46.77	105.00		
37.39	61.38	80.00		
26.67	19.00	80.00		
134.45	160.26	108.47		
100.25	57.75	46.77		
98.28	77.59	48.11		
56.30		41.83		
84.05		57.49		
68.21		61.57		
93.71		61.57		
81.43		62.65		
102.92		68.26		
38.93		66.87		
31.00		44.72		
80.00		59.33		
36.95		226.68		
36.05		91.03		
60.00		34.71		
120.00		38.93		
107.96		72.23		
38.93		50.51		
60.88		54.39		
104.40		98.83		
61.51		111.61		
46.70		50.00		
259.69		64.98		
58.28		80.00		
57.75		64.06		
59.09		76.05		
74.00		69.85		
120.00				
50.51				
56.82				
282.00				
80.00				
41.83				
70.00				
52.00				

EXHIBIT 6

WEST VALLEY WATER DISTRICT CASH SHORT/OVER FORM

This report serves as notification that an overage or shortage of revenue has occurred at the close of business. Details of the variance are as follows:

Department/Division/Section. _____

Report Date: _____

Cashier Name: _____

Signature: _____

Overage (Y/N)

Shortage (Y/N)

Amount: _____

Explain reason or circumstance (use reverse side if additional space is required)

EXHIBIT 7

WEST VALLEY WATER DISTRICT

RETURNED PAYMENTS LOG

ACCOUNTING										BILLING													
TYPE																							
<u>Date Returned to Bank Account</u>	<u>Amount Posted to Bank</u>	<u>Check: GEN</u>	<u>SAT-PM</u>	<u>SAT-JC</u>	<u>Check: SAT-PM</u>	<u>SAT-JC</u>	<u>EPX</u>	<u>Other</u>	<u>Date Return Paperwork to Billing</u>	<u>Amount</u>	<u>Customer Name</u>	<u>Credit Balance</u>	<u>Type</u>	<u>Charge NSF to Cust.(Y/N)</u>	<u>Bill for Deposit (Y/N)</u>	<u>Route</u>	<u>ACCT #</u>	<u>Notes</u>	<u>Date Chargeback posted to Cust Acct</u>	<u>By</u>	<u>DQ Action: 1=Not Due 2=Match UN 3=Match Bill</u>	<u>By</u>	

EXHIBIT 8

WEST VALLEY WATER DISTRICT RETURNED PAYMENT ITEM - PROCESSING CHECKLIST

Rev. 10/21/13

Account # _____ Customer Name _____

(1) Returned Payment Reason

- NSF
 Credit Card Dispute
 Stop Payment
 ACH Error
 Fraud
 Other _____
 [CONTINUE TO SECTION 2]

(2) Bill Deposit

- 2.1) Did the returned payment include the deposit on the account?**
 Yes - BILL the deposit to the account and [SKIP TO SECTION 3]
 No - [CONTINUE TO STEP 2.2]
- 2.2) Was the returned payment made to reinstate an account?**
 No - DO NOT BILL the deposit to the account and [SKIP TO SECTION 3]
 Yes - Consult with a supervisor, and indicate the supervisor's instructions below:
 DO NOT BILL the deposit to the account
 BILL the deposit to the account
 [CONTINUE TO SECTION 3]
 Billed deposit processed in HTE on _____

(3) Returned Payments Fee

- 3.1) APPLY the returned payments fee and [CONTINUE TO SECTION 4]
- | | | | |
|--------------------------------|--|-------------------------------|--|
| Returned payment fee processed | | Returned Payments Log updated | |
| Payment reversal processed | | Comments added to the account | |

(4) Collection Action

- 4.1) Has this customer had 2 or more returned payment in the last 6 months?**
 Yes - [CONTINUE TO STEP 4.2]
 No - [SKIP TO STEP 4.3]
- 4.2) If the returned payments included ACH or bank account payments only, then disable the online ACH payment option. If the returned payments included credit card payments, then disable all online payment options. Add a comment to the account and [CONTINUE TO STEP 4.3]**
 Disabled online ACH option only on _____
 Disabled all online payment options _____
- 4.3) Determine the due date to use for the Returned Payment Letter (be sure to adjust for holidays):**
 a) The bill due date is: _____
- | | | | | | |
|-------------------------------|-----|-----|-----|----------|-----|
| If the letter is delivered on | Mon | Tue | Wed | Thu | Fri |
| Then, 48 hours expires on | Wed | Thu | Fri | Sat | Sun |
| The due date is b) _____ | Wed | Thu | Fri | Next Mon | |
- Enter the later of a) or b) and use that as the due date on the RPMT letter. _____
- 4.4) Issue an Advise to Contact Office (AV) service order to deliver the letter, and issue a Turn Off for Non-Payment (NP) service order for the next business day after the the RPMT letter due date.**
 AV service order # _____
 NP service order # _____
 NP scheduled for _____
 (use this as the NP date on the RPMT letter)

EXHIBIT 9



Payment Extension Request		
Customer/Account Information		
(Note: The requesting party MUST MATCH our billing party.)		
Date:		Route: By:
Account number:		Any extensions in the past 6 months? Y N Only one extension allowed every 6 months.
Requested by:		
Phone number:	()	
Delinquent Information		
1 - Enter the amount and due date to extend. 2 - If the Cut-Off due date is selected: <ul style="list-style-type: none"> • the late fee will still be applied to the account. (<input type="checkbox"/> delay until Reminder Notice Due Date has passed) • CSR will create and print the NP service order. 3 - Enter the NP service order information, (if any). <i>(Note: If the customer's water service has already been cut off, they are ineligible for a payment extension).</i> 4 - Attach a copy of the Customer Payment Plan Print Screen.		
Amount Due:	Reminder Notice Due Date:	New Due Date:
Amount Due:	Cut-Off Due Date:	New Due Date:
U3 Amount Due: \$50.00	U3 Due Date:	New Due Date:
NP service order #	<input type="checkbox"/> NP Cancelled in HTE. <input type="checkbox"/> NP Cancelled in the field.	
The extension may be up to four business days from the original due date. <input type="checkbox"/> The cut-off date has passed. Customer has not been turned off.		
Reason(s) for extension (check all that apply):		
<input type="checkbox"/> The customer is temporarily out of town.		
<input type="checkbox"/> We have required the customer to come in to our office, but they are unable to do so due to a conflict with their work hours and our hours of operation.		
<input type="checkbox"/> The customer mailed their payment to us over 10 days ago, but their check has not cleared the bank yet.		
<input type="checkbox"/> Service order to check for a leak has not been completed yet.		
<input type="checkbox"/> The customer is hospitalized.		
<input type="checkbox"/> The customer needs a short-term extension until pay day.		
Processing & Approval		
Data Entry:		
C.S. Supervisor:		
CFO/Treasurer:		
Comments:		

EXHIBIT 10



Payment Plan Agreement

855 W. Base Line, Rialto, CA 92377

Phone: (909) 875-1804 Fax# (909) 875-1849 e-mail: customerservice@wvwd.org

Name - Must be our billing party: CHRISTOPHER CUSTOMER

Address: 123 MAIN ST Account Number: 99998-88889

This payment agreement is entered on May 15, 2012, between West Valley Water District and CHRISTOPHER CUSTOMER.

This agreement extends the payment period for the outstanding balance of \$235.20 to 2 payments. The payments are as follows:

- 1. \$117.60 due on May 15, 2012
- 2. \$117.60 due on June 15, 2012
- 3. _____ due on _____
- 4. _____ due on _____
- 5. _____ due on _____

In addition, the current monthly bill must be paid on or before the due date. Failure to pay the current bill by the due date and or failure to pay the agreed amount and date above will nullify this agreement. If this should happen, the entire outstanding balance on the account will become immediately due and payable, and termination of service and/or a lien against the property may result.

This agreement is not transferable to another party.

Christopher Customer

Customer's Signature

Deborah L. Sousa, Treasurer
West Valley Water District



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: CONSIDER A CISCO FLEX MAINTENANCE AND SUPPORT AGREEMENT WITH CONVERGEONE

BACKGROUND:

West Valley Water District, (the “District”), maintains a Cisco Unified Communications environment to provide the phone services necessary to support business operations. Annual maintenance and support agreements provide a mechanism for emergency support and software upgrades.

DISCUSSION:

The Cisco Unified Communications environment is both robust and complex. Although Staff is capable of handling the day-to-day maintenance of the system, additional expertise is sometimes required. The system was originally implemented by ConvergeOne, (formerly SigmaNet). Since the original implementation, ConvergeOne has performed all upgrade and functionality enhancement projects for the system. Because of ConvergeOne’s expertise and familiarity with the system, Staff recommends a sole source engagement for the annual maintenance and support agreement. ConvergeOne has submitted a quote for a 3 year Cisco Flex Maintenance and Support Agreement, (**Attachment A**). The annual cost is \$10,772.40 per year for a total 3 year cost of \$32,317.20. This price is consistent with prior agreements.

FISCAL IMPACT:

No Fiscal Impact. The FY 2021 Operating Budget includes funding in 100-5640-540-5604 Repair & Maintenance / Contracts and Licensing. This specific agreement was inadvertently omitted from the budget requests. However, the budget does include a \$10,000.00 contingency for Contracts and Licensing. The contingency in combination with projected savings in other budget line items is sufficient to cover the total cost of this agreement, so no budget adjustment is needed.

STAFF RECOMMENDATION:

Approve the Cisco Flex Maintenance and Support Agreement with ConvergeOne and authorize the General Manger to execute the agreement.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

CM:js

ATTACHMENT(S):

1. Attachment A - Cisco Flex Maintenance and Support Agreement

MEETING HISTORY:

09/10/20 Safety and Technology Committee REFERRED TO BOARD

Attachment A

Solution Summary

Cisco FLEX

Customer: West Valley Water District Customer ID: SWWESTVAL002 Customer PO:	Primary Contact: Albert Clinger National Account Manager: Garrett Curran
--	---

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$0.00		One-Time		\$0.00
Software	\$10,772.40	\$10,772.40	Annual	\$10,772.40	\$32,317.20
Hardware	\$0.00		Annual		\$0.00
Maintenance					
CISCO Maintenance	\$0.00		Annual		\$0.00
Project Subtotal	\$10,772.40			\$10,772.40	\$32,317.20
Estimated Tax	\$0.00				
Estimated Freight	\$0.00				
Project Total	\$10,772.40				\$32,317.20

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	A-FLEX	Collaboration Flex Plan		1	\$0.00	\$0.00

2	SVS-SPK-SUPT-BAS	Collaboration Support Services - Basic Support	36	1	\$0.00	\$0.00
3	A-FLEX-NUPL1	NU On-Premises Calling Tier 1 (1)	36	110	\$3.55	\$14,058.00
4	A-FLEX-FILESTG-ENT	File Storage Entitlement	36	2200	\$0.00	\$0.00
5	A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	36	4	\$0.00	\$0.00
6	A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	36	2	\$0.00	\$0.00
7	A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	36	2	\$0.00	\$0.00
8	A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	36	2	\$0.00	\$0.00
9	A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	36	4	\$0.00	\$0.00
10	A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	36	150	\$0.00	\$0.00
11	A-FLEX-CUCILYNC	CUCILYNC (1)	36	14	\$0.00	\$0.00
12	A-FLEX-JABBER	Jabber (1)	36	55	\$0.00	\$0.00
13	A-FLEX-P-UCM-12X	Unified Communications Manager v12 License (1)	36	110	\$0.00	\$0.00
14	A-FLEX-P-UCXN-12X	Unity Connection v12 License	36	110	\$0.00	\$0.00
15	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	36	1	\$0.00	\$0.00

16	A-FLEX-EXP-KEY	Expressway Release Key (1)	36	4	\$0.00	\$0.00
17	A-FLEX-SW-12X-K9	On-Premises & Partner Hosted Calling SW Bundle v12 (1)	36	1	\$0.00	\$0.00
18	A-FLEX-P-COMMON12X	Common Area v12 License (1)	36	40	\$0.00	\$0.00
19	A-FLEX-NU-COMMON	NU Common Area Add-on (1)	36	40	\$3.68	\$5,299.20
20	A-FLEX-MSG-ENT	Messaging Entitlement	36	110	\$0.00	\$0.00
21	A-FLEX-CC	Flex Contact Center		1	\$0.00	\$0.00
22	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	36	1	\$0.00	\$0.00
23	A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent	36	12	\$30.00	\$12,960.00
24	A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	36	1	\$0.00	\$0.00
25	A-FLEX-05-12.5-K9	A-FLEX-05-12.5-K9 - On-Premises UCCX Standard & Premium Media Kit v12.5	36	1	\$0.00	\$0.00
26	A-FLEX-PJX-SVR12.5	A-FLEX-PJX-SVR12.5 - On-Premises UCCX Standard & Premium Server v12.5	36	1	\$0.00	\$0.00
27	A-FLEX-PJXPAGT12.5	A-FLEX-PJXPAGT12.5 - On-Premises UCCX Premium Agent License v12.5	36	12	\$0.00	\$0.00



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: CONSIDER A GRANT OF EASEMENT FROM SRPF B_10336 ALDER, LLC
FOR ALDER COMMERCE CENTER

BACKGROUND:

SRPF B_10336 ALDER, L.L.C. (“Developer”) is the owner of land located on Alder Avenue in the City of Bloomington, known as Alder Commerce Center (“Development”), as shown in **Exhibit A**. The District currently has an existing 10-inch Steel CML water line at the intersection of Slover Avenue and Alder Avenue.

DISCUSSION:

In order to construct the water facilities needed to supply water to the Development, West Valley Water District (“District”) must accept a Grant of Easement for water facility construction, inspection, maintenance, replacement and removal within the Development. Attached for committee review and approval is a copy of the proposed Grant of Easement labeled **Exhibit B**, showing the full extent of the easements within the project.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve the Grant of Easement from SRPF B_10336 ALDER, L.L.C and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence C. Mansell Jr, General Manager

AN:mm

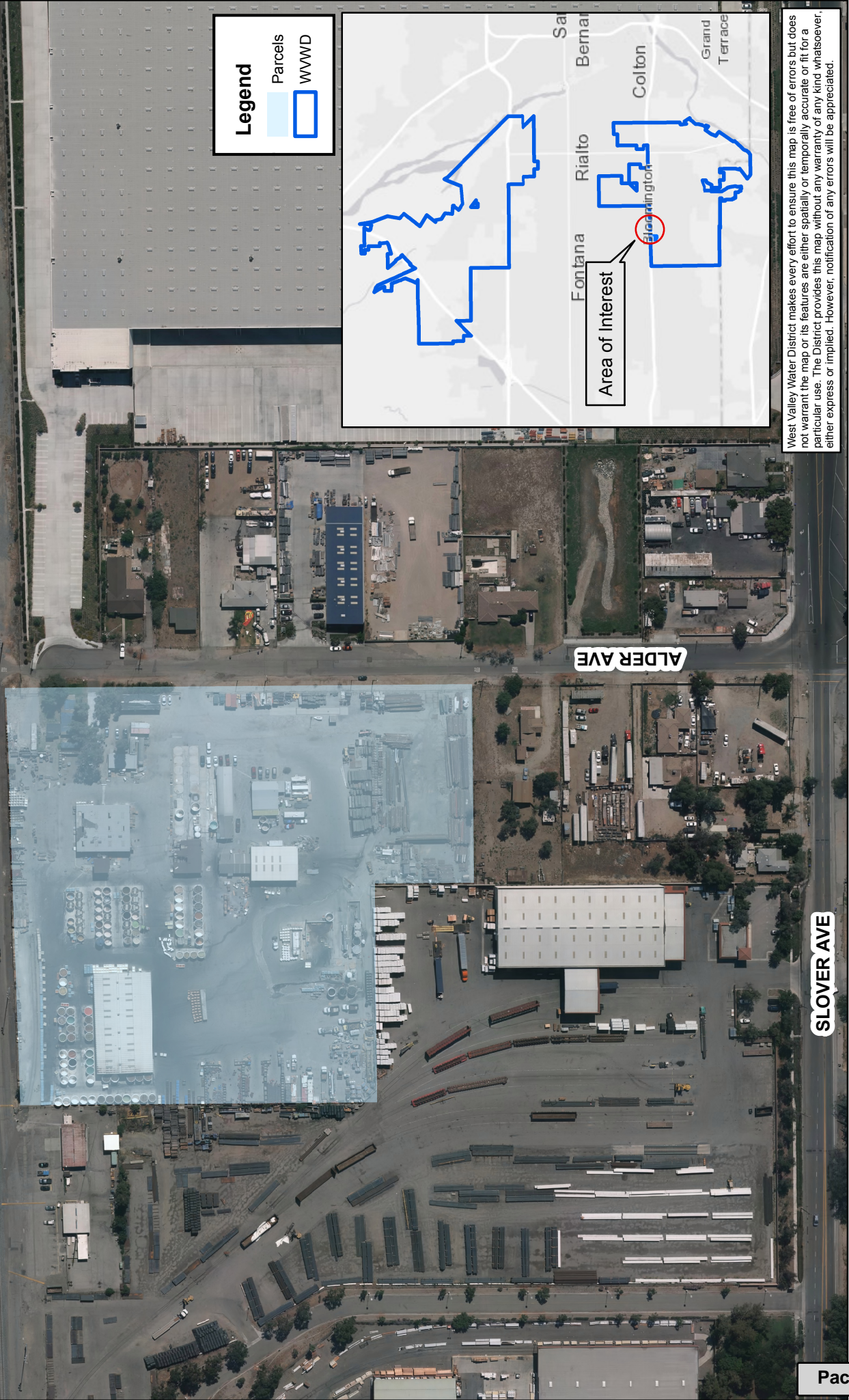
ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Grant of Easement

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

Exhibit A



Legend

- Parcels
- WVWD

Area of Interest

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.

2.9 a



Exhibit A
Alder and Slover Avenue

SLOVER AVE

ALDER AVE

Date: 7/28/2020

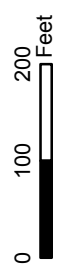


EXHIBIT B

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Director’s Deed Easement in favor of WEST VALLEY WATER DISTRICT, a county water district, is hereby accepted by order of the West Valley Water District on the date below and Grantee consents to the recordation thereof by its duly authorized office or agent.

DATE: _____

WEST VALLEY WATER DISTRICT

BY: _____
Peggy Asche, Acting Board Secretary
of the West Valley Water District and
Board of Directors thereof

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

WEST VALLEY WATER DISTRICT
P.O. BOX 920
RIALTO, CA 92377-0920

ATTENTION: GENERAL MANAGER

THIS DOCUMENT MUST BE SIGNED
IN THE PRSENCE OF NOTARY &
NOTARIZED

No Recording Fee required Pursuant to Government Code Section 27383

APN: 0252-131-03

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **SRPF B/10336 ALDER, L.L.C., a Texas limited liability company** (“GRANTOR”) does hereby grant to **WEST VALLEY WATER DISTRICT**, a county water district, its successors and assigns (“GRANTEE”) a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate for pipelines for the transmission of water, connections, devises and appurtenances in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for purposes of exercising the rights granted in said easement.

Said easement shall be in, under, over, and across that certain property situated in the County of San Bernardino, State of California, described as follows:

(SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF)

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and, no buildings or other structures of any kind will be placed, constructed, or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee as its business office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee. Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) “Cutting or removing the soil which leave less than thirty (30) inches of soil over the top of any pipe; and

(b) "Hauling" in of soil or "filling" which will leave more than ten (10) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor's successors, heir and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor's successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable.

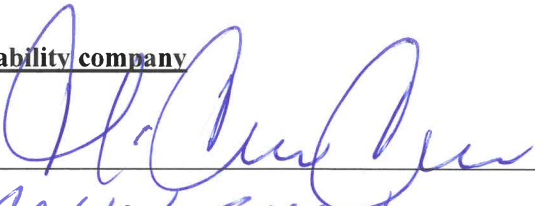
Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of fee title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

IN WITNESS THEREOF, this instrument has been executed the 12TH day of AUGUST 2020.

GRANTOR(S):

SRPF B/10336 ALDER, L.L.C., a Texas limited liability company

BY: 

PRINT NAME: J. CANNON GREEN

TITLE: VICE PRESIDENT

DATE: 8/12/2020

ALL CAPACITY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

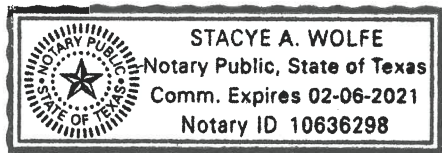
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared J. Cannon Green, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12 day of August, A. D. 2020

Stacye Wolfe
Notary Public in and for the State of Texas
My Commission Expires: 2-6-21
Print Name: Stacye Wolfe

(SEAL)



**EXHIBIT A
WATER EASEMENT**

A STRIP OF LAND 20.00 FEET IN WIDTH, LYING WITHIN LOT 143 AND LOT 144 OF THE SUBDIVISION OF MARYGOLD ACRES, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 15 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 144, SAID CORNER BEING THE CENTERLINE INTERSECTION OF SLOVER AVENUE AND ALDER AVENUE, AS SAID AVENUES ARE SHOWN ON SAID MAP;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 144 AND ALONG THE CENTERLINE OF ALDER AVENUE NORTH 00°19'27" WEST, A DISTANCE OF 1210.11 FEET, TO A POINT IN A LINE PARALLEL WITH AND DISTANT 25.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF THE LAND DESCRIBED IN GRANT DEED RECORDED FEBRUARY 26, 1971 IN BOOK 7615, PAGE 770, OFFICIAL RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING PARALLEL WITH AND DISTANT 170.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF MIDAS AVENUE, 60.00 FEET WIDE, AS SAID AVENUE IS SHOWN ON SAID MAP, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°12'36" WEST, A DISTANCE OF 660.92 FEET TO THE WESTERLY LINE OF SAID LOT 143 AND THE **POINT OF TERMINUS** OF THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED AS TO TERMINATE IN SAID WESTERLY LINE.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN ALDER AVENUE.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

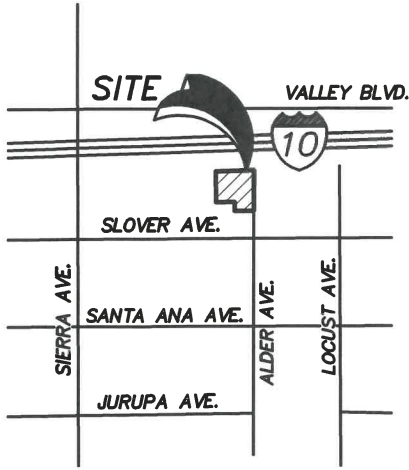
THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

ERIC K. OSTERODE, PLS 9371

DATE

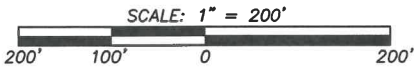
EXHIBIT "B"

FORMER NORTHERLY
LINE OF MIDAS AVENUE
PER M.B. 19/15.



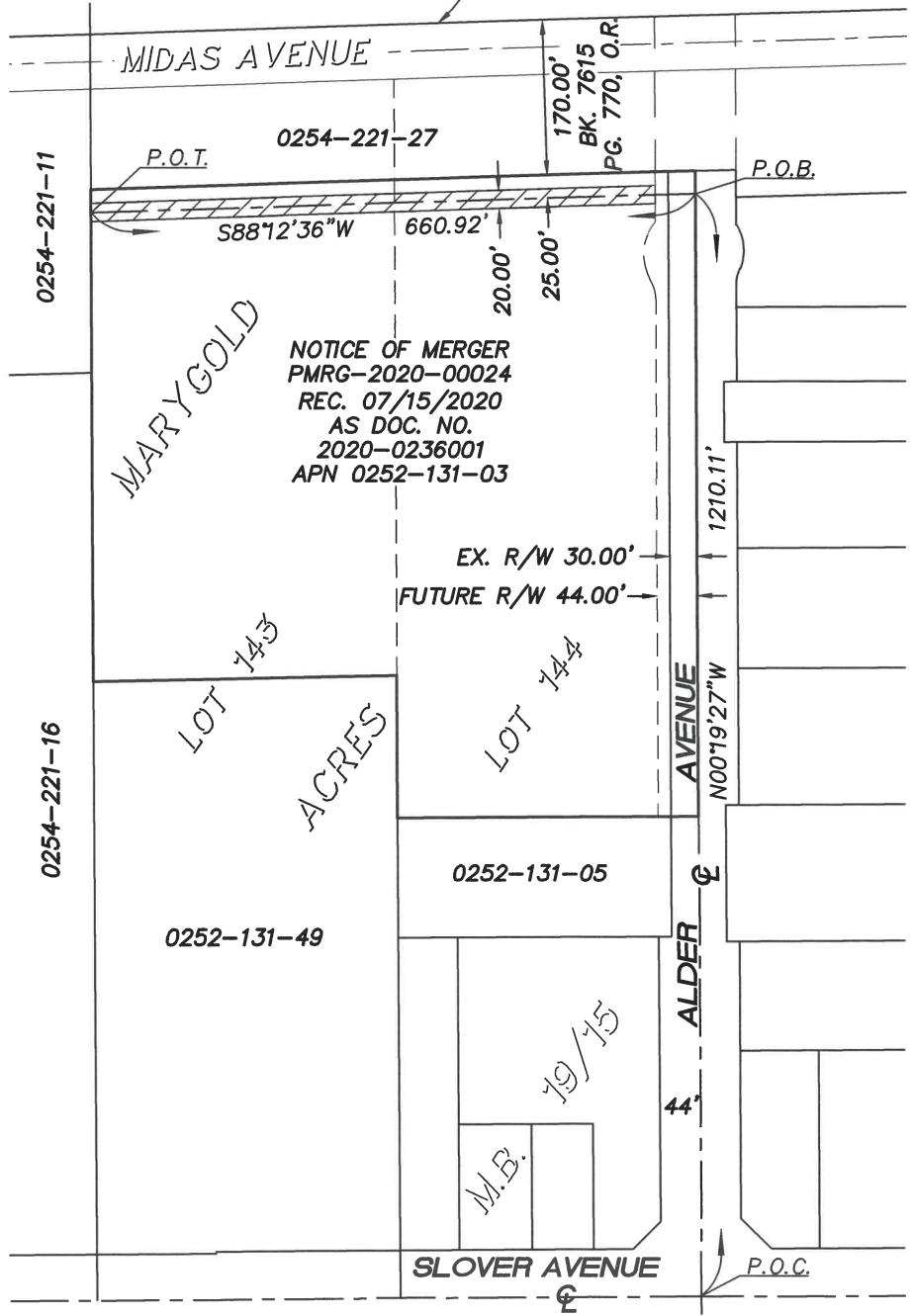
VICINITY MAP

NTS



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- WATER EASEMENT AREA



NOTICE OF MERGER
PMRG-2020-00024
REC. 07/15/2020
AS DOC. NO.
2020-0236001
APN 0252-131-03



PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax

ERIC K. OSTERODE, PLS 9371 DATE _____



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION
 AND CONVEYANCE AGREEMENT WITH FONTANA 37, LLC FOR
 TRACT NO. 20018

BACKGROUND:

Fontana 37, LLC. (“Developer”) is the owner of land located north west of Knox Avenue and east of Lytle Creek Rd in the City of Fontana, known as Tract No. 20018, Mountain View (“Development”), as shown in **Exhibit A**. The Development is part of a master planned community containing 156 residential lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

In order to construct the water facilities needed to supply water to the Development, West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”). This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as **Exhibit B** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

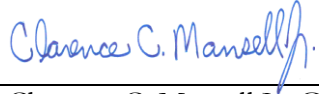
FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve the Water System Infrastructure Installation and Conveyance Agreement with Fontana 37, LLC. and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

DG:mm

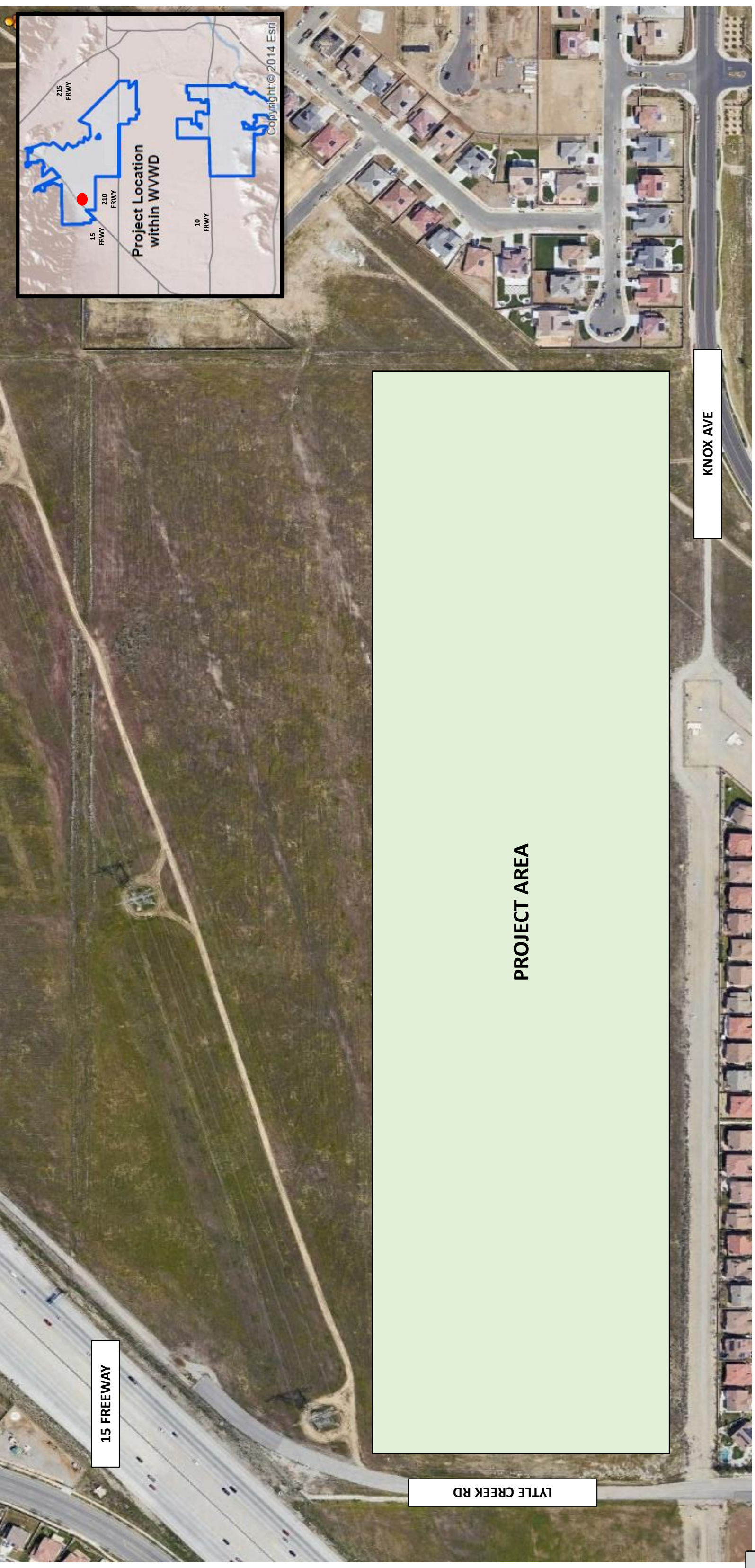
ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Fontana 37, LLC

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



15 FREEWAY

LYTLE CREEK RD

KNOX AVE

PROJECT AREA



Exhibit A

TRACT 20018 MOUNTAIN VIEW



EXHIBIT B

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of _____ by and between **FONTANA 37, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20018** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 20018**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

3.4. Developer shall, at Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

4. INSURANCE REQUIREMENTS

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 20018**, is (**TBD – PENDING COST ESTIMATE**). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of (**TBD – PENDING COST ESTIMATE**), equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable Legal Requirements.

7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 20018

- 7.3. Notices required shall be given to **Developer** addressed as follows:

FONTANA 37, LLC
 ATTENTION: BRYAN GOODMAN
 PO BOX 670
 1156 N. MOUNTAIN AVE
 UPLAND, CA 91785-0670
RE: WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 20018

- 7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:
 ATTN TO:
 ADDRESS
RE: WATER LINE IMPROVEMENT PLANS FOR TRACT MAP NO. 20018

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

- 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger

or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including As-Built drawings.

13. INDEMNIFICATION

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full prior to the execution of this Agreement and before construction can take place.

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____
Clarence C. Mansell, Jr., General Manager

Date: _____

DEVELOPER:

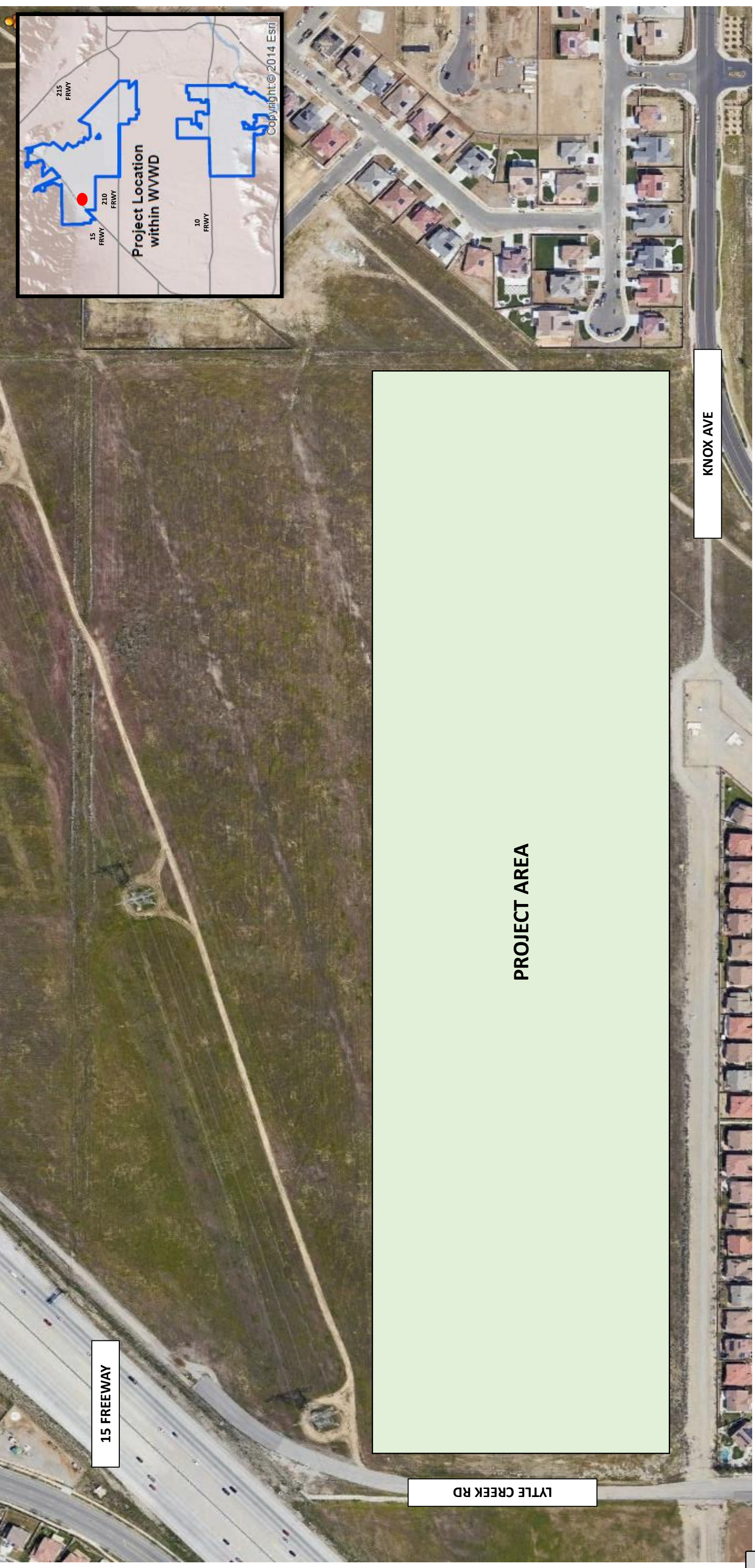
FONTANA 37, LLC
a Delaware Limited Liability Company

By: **LEWIS MANAGEMENT CORPORATION**
a Delaware Corporation, Its Manager

By: _____
Bryan Goodman
Authorized Agent

Date: _____

Exhibit A



15 FREEWAY

LYTLE CREEK RD

KNOX AVE

PROJECT AREA

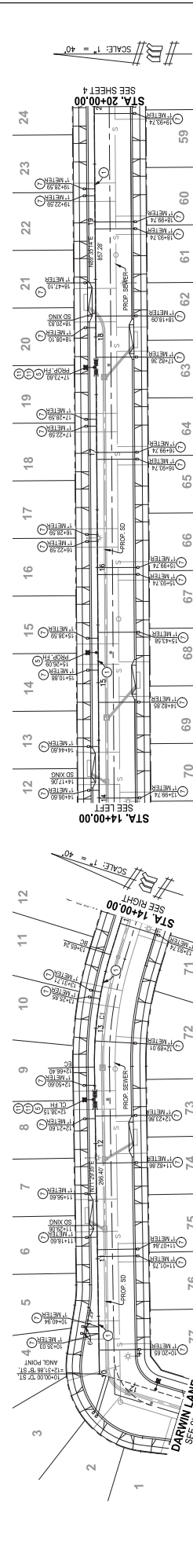
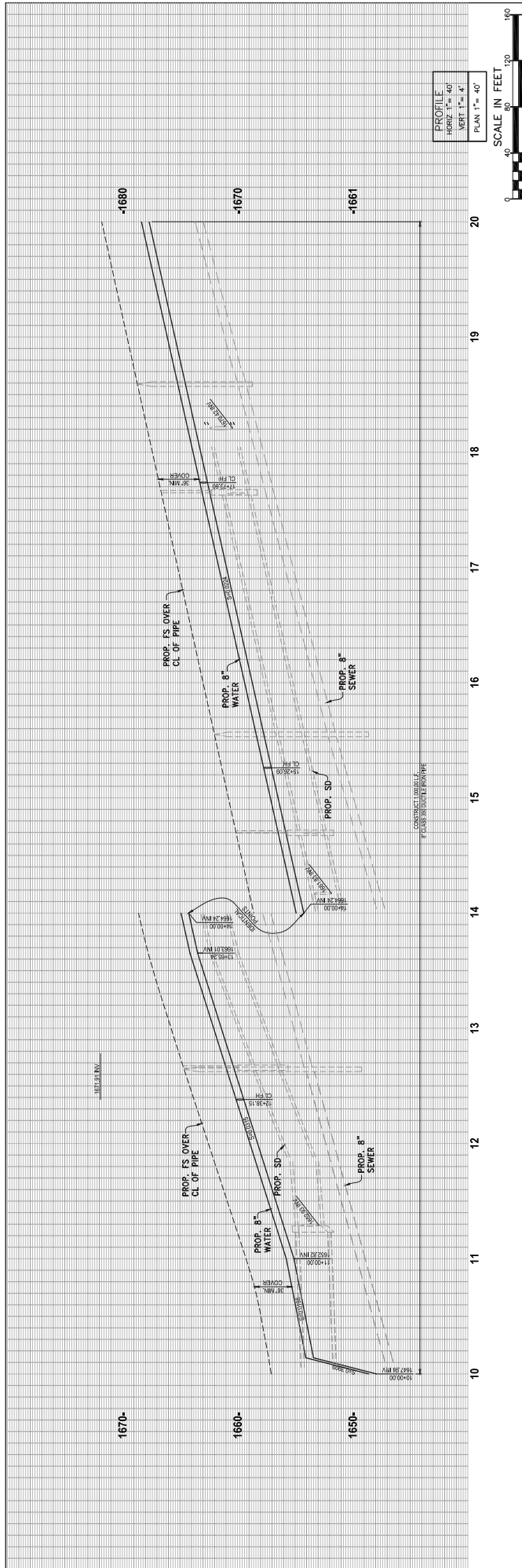


Exhibit A

TRACT 20018 MOUNTAIN VIEW



Exhibit B



CONSTRUCTION NOTES

- FURNISH AND INSTALL 12" CLASS 300 DUCTILE IRON PIPE AND RESTRAINT JOINTS.
- FURNISH AND INSTALL 12" FLANGED BUTTERFLY VALVE PER WWD STD. DETAIL W-11.
- FURNISH AND INSTALL FITTING BEND, ELU WITH MECHANICAL RESTRAINT.
- FURNISH AND INSTALL FITTING CROSS WITH MECHANICAL RESTRAINT JOINTS.
- SIZE AS INDICATED ON PANS PER WWD STD. DETAIL W-30.
- CONSTRUCT AND INSTALL 1" AIR VALVE PER WWD STD. DETAIL W-32.
- FURNISH AND INSTALL HOT TAP PER WWD STD. DETAIL W-3.
- FURNISH AND INSTALL 1" WATER SERVICE AND 1" METER PER WWD STD. DETAIL W-20.
- FURNISH AND INSTALL 12" DUCTILE IRON PIPE, THICKNESS CLASS 300 AND RESTRAINT JOINTS.
- FURNISH AND INSTALL 12" AIR VALVE PER WWD STD. DETAIL W-31.
- FURNISH AND INSTALL 1" BLOWOFF ASSEMBLY PER WWD STD. DETAIL W-24.
- FURNISH AND INSTALL 1" BLOWOFF SERVICE AND 1" METER PER WWD STD. DETAIL W-20.
- CONSTRUCT INVERTED SPOON PER WWD STD. DETAIL W-25.

Curve #	Delta	Radius	Length	Tangent
C1	18.89	133.00	98.65	49.84

CONSTRUCTION NOTES

- FURNISH AND INSTALL 12" CLASS 300 DUCTILE IRON PIPE AND RESTRAINT JOINTS.
- FURNISH AND INSTALL 12" FLANGED BUTTERFLY VALVE PER WWD STD. DETAIL W-11.
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CONSTRUCTION CONTRACTOR AGREES: THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION, MAINTENANCE AND REPAIR OF ALL UTILITIES AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY TO ALL UTILITIES AND PROPERTY, THAT ARE LOCATED UNDER THE COURSE OF CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION, MAINTENANCE AND REPAIR OF ALL UTILITIES AND PROPERTY, THAT ARE LOCATED UNDER THE COURSE OF CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION, MAINTENANCE AND REPAIR OF ALL UTILITIES AND PROPERTY, THAT ARE LOCATED UNDER THE COURSE OF CONSTRUCTION OF THE PROJECT.

WEST VALLEY WATER DISTRICT
WATER LINE IMPROVEMENT PLANS
TRACT NO. 20018
PARRY PEAK DRIVE

SCALE: 1" = 40'

DATE: 05/10/2007

PROJECT NO. 20018

DATE: 05/10/2007

PROJECT NO. 20018

DATE: 05/10/2007

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WEST VALLEY WATER DISTRICT
WATER LINE IMPROVEMENT PLANS
TRACT NO. 20018
PARRY PEAK DRIVE

SCALE: 1" = 40'

DATE: 05/10/2007

PROJECT NO. 20018

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PROJECT NO. 20018

DATE: 05/10/2007

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Exhibit C

Developer will provide cost estimate at a later date.

Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

2019 HOLIDAY LIST

TUESDAY, DECEMBER 24	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25	CHRISTMAS
TUESDAY, DECEMBER 31	NEW YEAR'S EVE

2020 HOLIDAY LIST

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 17	PRESIDENT'S DAY
MONDAY, MAY 25	MEMORIAL DAY
FRIDAY, JULY 3	INDEPENDENCE DAY
MONDAY, SEPTEMBER 7	LABOR DAY
WEDNESDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 26	THANKSGIVING
FRIDAY, NOVEMBER 27	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 24	CHRISTMAS EVE
FRIDAY, DECEMBER 25	CHRISTMAS
THURSDAY, DECEMBER 31	NEW YEAR'S EVE

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH FONTANA 37, LLC (TRACT 20018 OFFSITE)

BACKGROUND:

Fontana 37, LLC. (“Developer”) is the owner of land located north west of Knox Avenue and east of Lytle Creek Rd in the City of Fontana, known as Tract No. 20018, Mountain View (“Development”), as shown in **Exhibit A**. The Development is part of a master planned community containing 156 residential lots requiring water services. In developing this land, the Developer is required to realign 245-feet of existing 24-inch CMLC water main into the Lytle Creek Road street right-of-way and install a siphon in order to prevent utility conflicts with the project.

DISCUSSION:

In order to construct the water facilities needed to supply water to the Development, West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”). This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as **Exhibit B** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

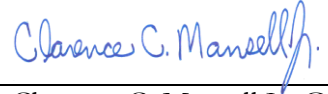
FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve the Water System Infrastructure Installation and Conveyance Agreement with Fontana 37, LLC. and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

DG:mm

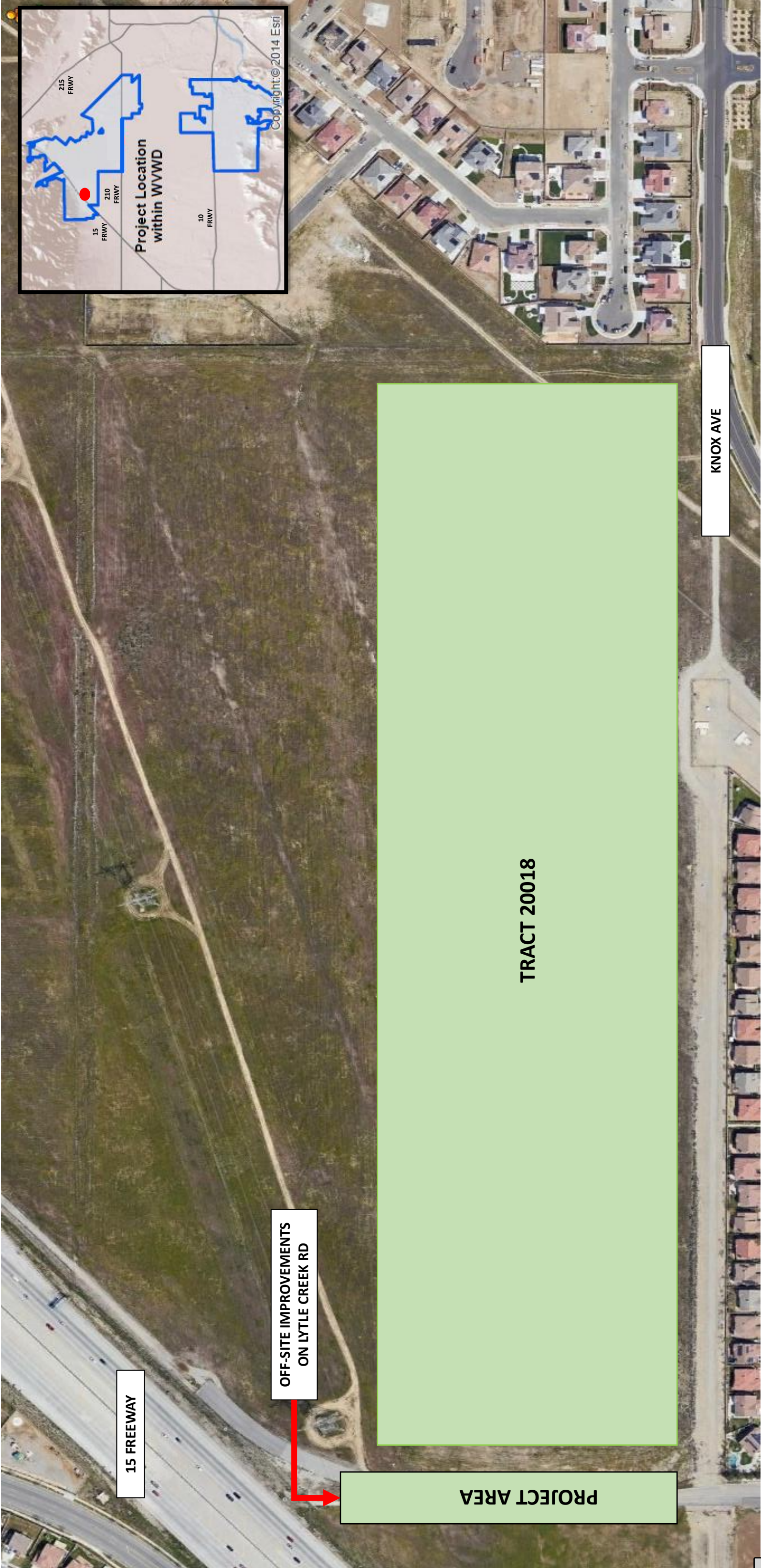
ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Fontana 37, LLC (Off-Site)

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



15 FREEWAY

OFF-SITE IMPROVEMENTS
ON LYTLE CREEK RD

PROJECT AREA

TRACT 20018

KNOX AVE



Exhibit A

TRACT 20018 MOUNTAIN VIEW (OFF-SITE)



EXHIBIT B

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of _____ by and between **FONTANA 37, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20018 (OFF-SITE IMPROVEMENTS AT LYTLE CREEK RD)** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER LINE IMPROVEMENT PLANS FOR TRACT 20018 (OFF-SITE IMPROVEMENTS AT LYTLE CREEK RD)**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

3.4. Developer shall, at Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

4. INSURANCE REQUIREMENTS

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATER LINE IMPROVEMENT PLANS FOR TRACT 20018 (OFF-SITE IMPROVEMENTS AT LYTLE CREEK RD)**, is **(TBD – PENDING COST ESTIMATE)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **(TBD – PENDING COST ESTIMATE)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable Legal Requirements.

7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: WATER LINE IMPROVEMENT PLANS FOR TRACT 20018 (OFF-SITE)

7.3. Notices required shall be given to **Developer** addressed as follows:

FONTANA 37, LLC
ATTENTION: BRYAN GOODMAN
PO BOX 670
1156 N. MOUNTAIN AVE
UPLAND, CA 91785-0670
RE: WATER LINE IMPROVEMENT PLANS FOR TRACT 20018 (OFF-SITE)

7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:
ATTN TO:
ADDRESS
RE: WATER LINE IMPROVEMENT PLANS FOR TRACT 20018 (OFF-SITE)

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger

or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including As-Built drawings.

13. INDEMNIFICATION

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full prior to the execution of this Agreement and before construction can take place.

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
Clarence C. Mansell, Jr., General Manager

DEVELOPER:

FONTANA 37, LLC
a Delaware Limited Liability Company

By: **LEWIS MANAGEMENT CORPORATION**
a Delaware Corporation, Its Manager

By: _____ Date: _____
Bryan Goodman
Authorized Agent

Exhibit A

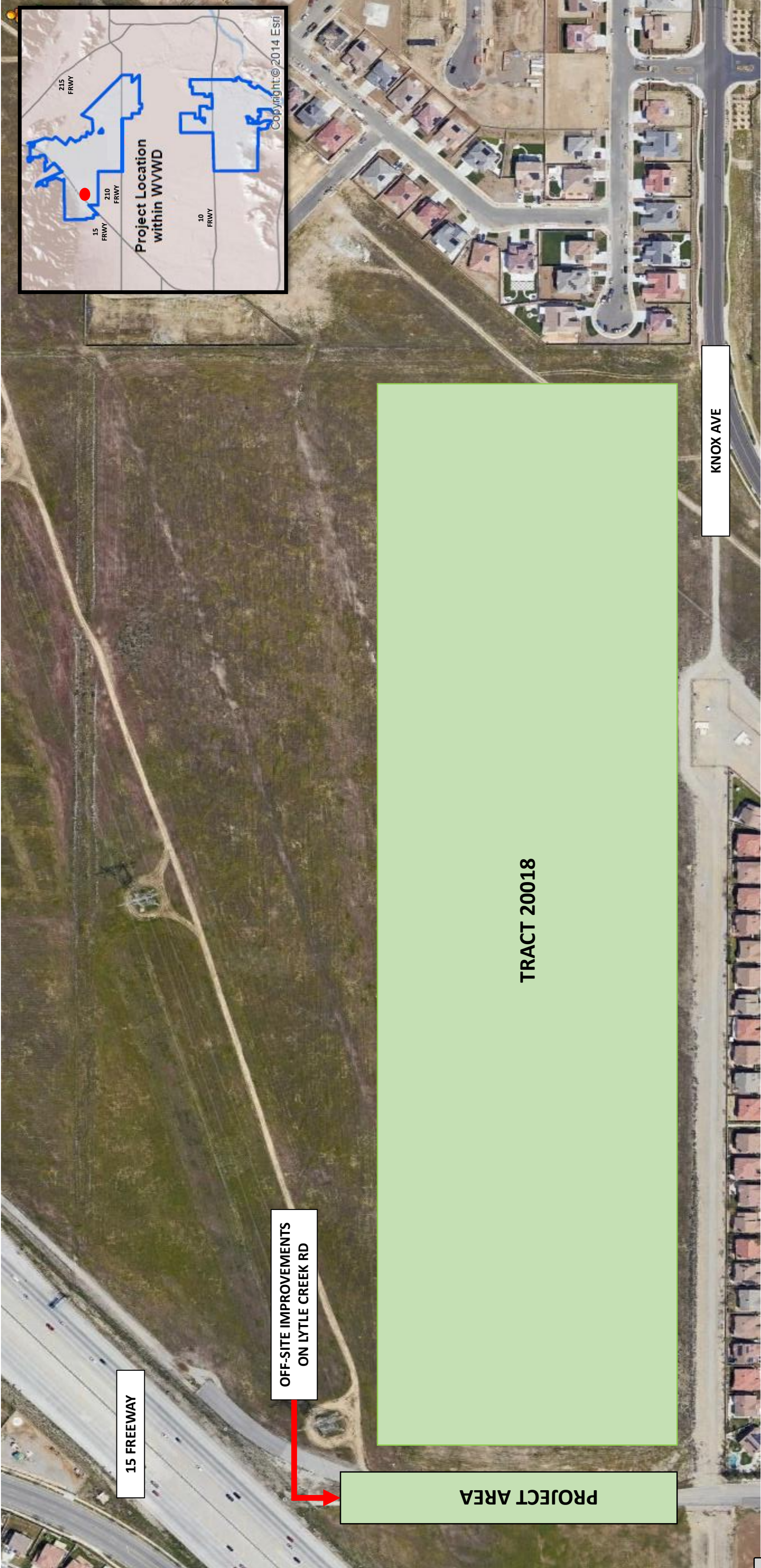


Exhibit A

TRACT 20018 MOUNTAIN VIEW (OFF-SITE)



Exhibit B

Exhibit C

Developer will provide cost estimate at a later date.

Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

2019 HOLIDAY LIST

TUESDAY, DECEMBER 24	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25	CHRISTMAS
TUESDAY, DECEMBER 31	NEW YEAR'S EVE

2020 HOLIDAY LIST

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 17	PRESIDENT'S DAY
MONDAY, MAY 25	MEMORIAL DAY
FRIDAY, JULY 3	INDEPENDENCE DAY
MONDAY, SEPTEMBER 7	LABOR DAY
WEDNESDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 26	THANKSGIVING
FRIDAY, NOVEMBER 27	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 24	CHRISTMAS EVE
FRIDAY, DECEMBER 25	CHRISTMAS
THURSDAY, DECEMBER 31	NEW YEAR'S EVE

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: CONSIDER AWARD OF CONTRACT FOR ZONE 7 PRESSURE REGULATION VALVE AND MAIN LINE IMPROVEMENTS AT LYTLE CREEK RD TO EL-CO CONTRACTORS, INC

BACKGROUND:

In anticipation of future development within Pressure Zone 7, staff has identified the need for a pressure regulation valve at Lytle Creek Rd, west of Citrus Ave and north of the interstate 15-Freeway, to service the rate payers of North Fontana. The proposed project identified as the Zone 7 Pressure Regulation Valve and Main Line Improvements at Lytle Creek Rd (“Z7-PRV”) has been designed to assist in maintaining a reliable system pressure within the distribution system and better serve the rate payers of Zone 7. Moreover, the project will also install (2) 18” tees with (2) 18” butterfly valves and a Fire Hydrant in Lytle Creek Road to provide points of connection for anticipated development and future District projects within the area.

DISCUSSION:

A Request for Bids (“RFB”) was posted on PlanetBids for the Z7-PRV. On August 21, 2020, (4) bids were received. A summary of the bids received are as follows:

Bidder	Cost
El-Co Contractors, Inc.	\$107,636.00
Merlin Johnson Construction, Inc.	\$136,895.00
TK Construction	\$144,500.00
Weka, Inc	\$149,316.00
Engineer’s Estimate	\$174,000.00

Staff has reviewed the bid information and confirmed that El-Co Contractors, Inc. is the lowest responsible and responsive bidder. If awarded by the Board of Directors, work is anticipated to start within 30 days.

FISCAL IMPACT:

The cost of construction for the Z7-PRV project as proposed by El-Co Contractors, Inc. is \$107,636.00. This item was included in the Fiscal Year 2020/2021 Capital Improvement Budget under “W19006 - Zone 7 PRV – New PRV on Lytle Creek Rd” with a budget of \$202,600.00.

CIP FY 2020-2021 Project Name	Current Budget	Construction Cost	Remaining Budget
W19006 - Zone 7 PRV - New PRV on Lytle Creek Rd	\$197,409.02	\$107,636.00	\$89,773.02

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations, and Planning Committee approve the award of contract of the Z7-PRV in the amount of \$107,636.00 to El-Co Contractors, Inc, and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

DG:mm

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: CONSIDER AN AMENDMENT TO TASK ORDER NO. 1 WITH ENGINEERING RESOURCE OF SOUTHERN CALIFORNIA, INC FOR CONSTRUCTION STAKING SERVICES FOR ZONE 7 PRESSURE REGULATION VALVE AND MAIN LINE IMPROVEMENTS AT LYTLE CREEK RD

BACKGROUND:

On October 29, 2019 the District received (3) bids in response to a Request for Proposals (“RFP”) for Engineering Design Services of the Zone 7 Pressure Regulation Valve and Main Line Improvements at Lytle Creek Rd (“Z7-PRV”). A Professional Services Agreement and Task Order No. 1 was approved and issued by the Board of Directors for Engineering Resources of Southern California, Inc (“ERSC”) on November 7, 2019.

DISCUSSION:

Upon completion of design for the Z7-PRV, it was noted that construction staking services would be required to insure absolute placement of the PRV within public right-of-way within the undeveloped areas of Lytle Creek Rd. ERSC was requested to provide a proposal for construction staking services for the project as the original Task Order No. 1 only included Engineering and Design Services. As the consultant was the design engineer for the project who provided the stationing for the approved plan set, they are the most qualified to provide the field surveying for the project as well.

FISCAL IMPACT:

The cost of construction staking services as proposed by ERSC is \$5,240 and was included in the Fiscal Year 2020/2021 Capital Improvement Budget for “W19006 - Zone 7 PRV – New PRV on Lytle Creek Rd”.

CIP FY 2020-2021 Project Name	Current Budget	Proposed Cost	Remaining Budget
W19006 - Zone 7 PRV - New PRV on Lytle Creek Rd	\$197,409.02	\$5,240.00	\$192,169.02

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve the amendment to Task Order No. 1, attached as **Exhibit A**, to include Construction Staking services for the Zone-7 Pressure Regulation Valve and Main Line Improvements at Lytle Creek Project in the amount of \$5,240.00 and have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

DG:mm

ATTACHMENT(S):

1. Exhibit A – Task Order No. 1 - Amendment #1 - Construction Staking Services for Zone 7 PRV at Lytle Creek Rd

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

TASK ORDER NO. 1 (AMENDMENT #1)

Construction Staking Services for Zone 7 Pressure Regulation Valve and Main Line Improvements at Lytle Creek Road

This Task Order (“Task Order”) is executed this ____ day of _____, 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and Engineering Resources of Southern California, Inc., a California Corporation (“Consultant”).

RECITALS

- A. On or about November 7th, 2019 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit “1” attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit “2” attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit “2,” unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit “1” in accordance with the schedule set forth in Exhibit “3” attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell Jr., General Manager

Peggy Asche, Acting Board Secretary

CONSULTANT:

**ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA, INC.,
a California corporation**

By_____

Name_____

Its_____

By_____

Name_____

Its_____

EXHIBIT "1"
TO
TASK ORDER NO. 1 (AMENDMENT #1)
SCOPE OF SERVICES

Scope:

- 1. Construction Staking and Cut Sheets for the Zone 7 Pressure Regulation Valve and Main Line Improvements project at Lytle Creek Road per the proposal dated July 15, 2020.**



62026.203

July 15, 2020

Daniel Guerra – Engineering Development Coordinator
Via Email Only: dguerra@wwwd.org

West Valley Water District
855 W. Baseline Road (P.O. Box 920)
Rialto, CA 92377

**SUBJECT: ZONE 7 PRV AND MAINLINE IMPROVEMENTS
PROPOSAL FOR CONSTRUCTION STAKING AND RELATED SUPPORT**

Dear Mr. Guerra,

Engineering Resources of Southern California (ERSC) is pleased to submit our proposal to West Valley Water District (District) for subject Services. Subsequent to our original proposal dated October 30, 2019 for Design Services, we understand from your recent request that District now desires certain Construct Support Services to support the bidding and construction effort.

Citing our past experience with the District and projects of a similar nature, we propose to provide the following services (over the anticipated 60 day contract period):

1. PM & Bid Assistance, Coordination & Conferences: 12 hours @ \$205/hr = \$2,640
2. Submittals Review Assistance & RFIs: 8 hours @ \$205/hr and 8 hours @ \$135/hr = \$2,720
3. Construction Staking & Cut Sheets: \$5,240 (Lump sum)

Based on the above, we estimate a total fee of **\$10,240** and, upon authorization, request a one (1) week scheduling lead time for the initial survey mobilization, and a 48 hour notice for the second mobilization (maximum of 2 mobilizations).

We look forward to the continued opportunity of working with District on this matter and appreciate our continued relationship. If you have any questions or require additional information, please call me at 909.890.1255 (Ext. 126). Thank you.

Sincerely,

Erik T. Howard, PE, PLS
Sr. Principal Engineer

ERSC Billing Rates



SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2020

Professional Staff

Principal/President.....	\$240.00	Principal Surveyor	\$160.00
Vice President	215.00	Senior Surveyor.....	135.00
Senior Principal Engineer	205.00		
Principal Engineer	195.00	Principal Engineering Associate...	\$185.00
		Senior Engineering Associate.....	160.00
Engineer V.....	150.00	Engineering Associate III.....	105.00
Engineer IV.....	135.00	Engineering Associate II.....	95.00
Engineer III.....	120.00	Engineering Associate I.....	85.00
Engineer II.....	105.00		
Engineer I.....	95.00	Engineering Aide II.....	\$45.00
		Engineering Aide I.....	40.00

Administrative Staff

Operations Specialist.....			\$71.00
Administrative Assistant II.....			67.00
Administrative Assistant I.....			60.00

Construction Support Staff

Construction Manager			\$160.00
Resident Engineer			\$160.00
Senior Construction Inspector			\$120.00
Construction Inspector.....			\$115.00

Reimbursables

Mileage.....			\$0.65 mile
Direct Cost.....			Cost + 20%

Testimony under oath will be billed at \$350 per hour with a four (4) hour minimum.

EXHIBIT "2"
TO
TASK ORDER NO. 1 (AMENDMENT #1)
COMPENSATION

The fee estimated for Construction Staking services for Zone 7 Pressure Regulation Valve and Main Line Improvements at Lytle Creek Road is **\$5,240.00**.

Task Number	Task Description	Budget
AMENDMENT #1	Construction Staking	\$5,240.00
	Total	\$5,240.00

EXHIBIT "3"
TO
TASK ORDER NO. 1 (AMENDMENT #1)
SCHEDULE

Schedule to be determined by District staff.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: CONSIDER PARTICIPATION IN THE 2020 UPPER SANTA ANA RIVER WATERSHED INTEGRATED REGIONAL URBAN WATER MANAGEMENT PLAN

BACKGROUND:

In January 2007, the San Bernardino Valley Municipal Water District (Valley District) and 15 other agencies prepared the Upper Santa Ana River Watershed Integrated Regional Water Management Plan (IRWMP). The IRWMP provides a comprehensive look at the area's water resources and includes management strategies to help meet the long-term water needs of the area. The IRWMP also created the Basin Technical Advisory Committee (BTAC) to facilitate implementation of the Plan. The IRWMP was last updated in 2015.

In 2010, nearly all of the retail water agencies in Valley District's service area chose to create a regional Urban Water Management Plan, the San Bernardino Valley Regional Urban Water Management Plan (RUWMP). The RUWMP requires water agencies to prove that their water supply will be able to withstand a short-term or long-term drought and to show how they are meeting statewide water conservation requirements, among other things. The RUWMP was last updated in 2015.

DISCUSSION:

The IRWMP is updated every 5 years so it is due for an update in 2020. The RUWMP is to be updated every five years, due in years ending in 1 or 6, so it is due for update in 2021. Rather than continue updating these overlapping documents independently, Valley District and its partners would like to combine them into a single new document, the 2020 Upper Santa Ana River Integrated Regional Urban Water Management Plan (IRUWMP).

The vision is that the overlapping sections of the two documents can be combined to create one cohesive document that meets all of the requirements of both the Urban Water Management Planning Act and the Integrated Regional Water Management Planning Act. Like the RUWMP, the new IRUWMP is to include an individual chapter for each retail agency that plans to use the document to meet their requirements under the Urban Water Management Planning Act.

Below is a list of Agencies participating in the 2020 IRUWMP.

2020 IRUWMP	
IRWMP Agencies	UWMP Agencies
1. Big Bear Lake Department of Water and Power	1. City of Colton
2. Big Bear City Community Services District	
3. East Valley Water District	2. East Valley Water District
4. Fontana Union Water Company	
5. City of Loma Linda	3. City of Loma Linda
6. City of Redlands	4. City of Redlands
7. City of Rialto	5. City of Rialto
8. City of Riverside Public Utilities Department	6. City of Riverside Public Utilities Department
9. San Bernardino County Flood Control District	7. Riverside Highland Water Company
10. San Bernardino Municipal Water Department	8. San Bernardino Municipal Water Department
11. San Bernardino Valley Municipal Water District	9. San Bernardino Valley Municipal Water District
12. San Bernardino Valley Water Conservation District	
13. San Gorgonio Pass Water Agency	10. San Gorgonio Pass Water Agency
14. West Valley Water District	11. West Valley Water District
15. City of Yucaipa	
16. Yucaipa Valley Water District	12. Yucaipa Valley Water District

On July 13, 2020 a Request for Proposals was released and proposals received August 13, 2020. The IRUWMP proposal review team held interviews with three consulting firms and is recommending the proposal provided by Water Systems Consulting (WSC) to complete the IRUWMP. Attached as **Exhibit A** is the cost breakdown per agency based on the proposal received from WSC for your review and consideration.

FISCAL IMPACT:

The cost for West Valley Water District's (District) portion of the IRUWMP update is 7% of the total proposal or \$27,404. The preparation of the IRUWMP is a budgeted item in the 2020/21 Engineering Department Budget (Professional Services/Other Consultants).

STAFF RECOMMENDATION:

It is recommended that the Engineering, Operations and Planning Committee approve participation in the update of the IRUWMP, with Valley District acting as the contracting agency for this project, with the District's funding portion of \$27,404 and to have this item considered by the full Board of Directors at a future meeting.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

LJ:mm

ATTACHMENT(S):

1. Exhibit A - Proposed Cost Sharing for 2020 IRUWMP

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

2020 Integrated Regional Urban Water Management Plan Update

Water Systems Consulting Proposal

<u>Total Proposal Cost - WSC</u>	<u>\$393,100</u>
Total Agency Chapters (3)	\$194,580
Total Regional Sections/Tasks (0, 1, 2, 4)	\$198,520
San Bernardino Valley Municipal Water District	\$99,260 50% of Regional Section
Balance Regional Sections	<u>\$99,260</u>

COST SHARING BY AGENCY

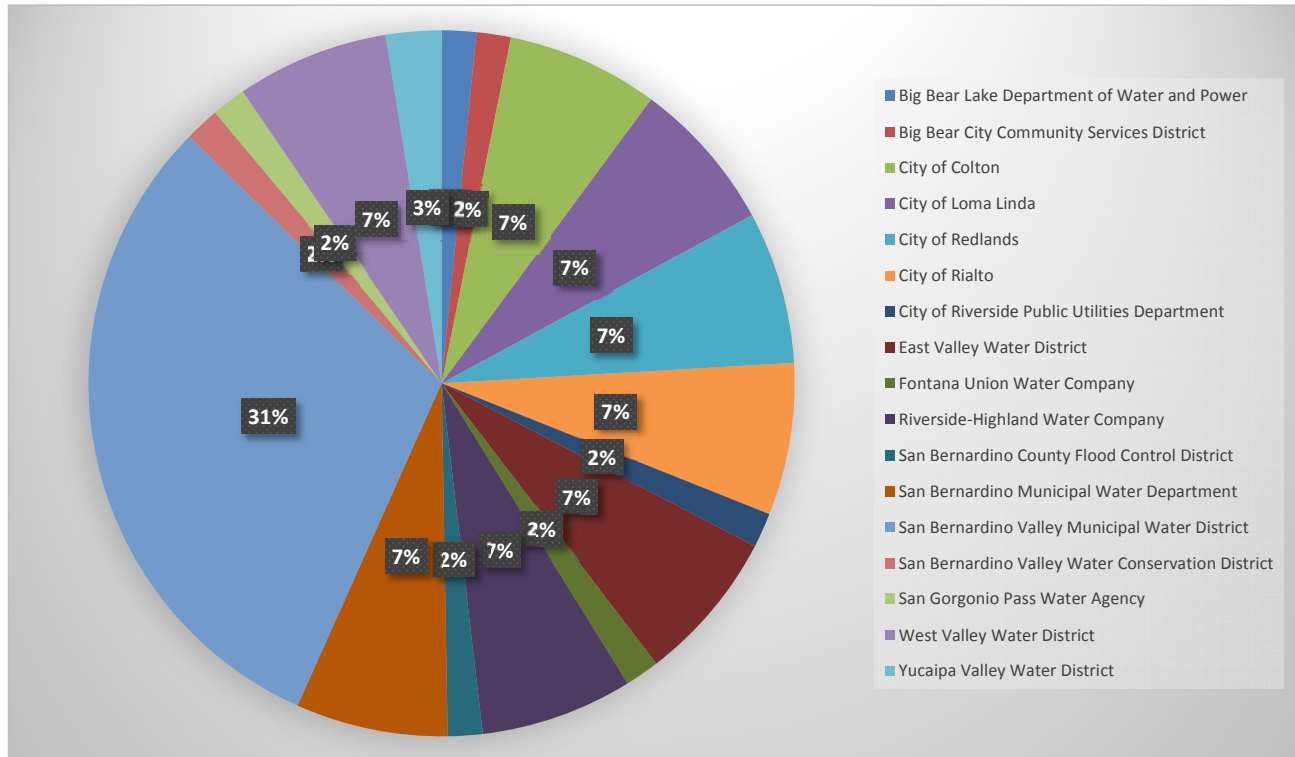
Agency	Agency Urban		TOTAL PROPOSAL
	Regional Sections	Chapter	
1 Big Bear Lake Department of Water and Power	\$ 6,203.75	\$	6,204
2 Big Bear City Community Services District	\$ 6,203.75	\$	6,204
3 City of Colton	\$ 6,203.75	\$ 21,200	27,404
4 City of Loma Linda	\$ 6,203.75	\$ 21,200	27,404
5 City of Redlands	\$ 6,203.75	\$ 21,200	27,404
6 City of Rialto	\$ 6,203.75	\$ 21,200	27,404
7 City of Riverside Public Utilities Department	\$ 6,203.75	\$	6,204
8 East Valley Water District	\$ 6,203.75	\$ 21,200	27,404
9 Fontana Union Water Company	\$ 6,203.75	\$	6,204
10 Riverside-Highland Water Company	\$ 6,203.75	\$ 21,200	27,404
11 San Bernardino County Flood Control District	\$ 6,203.75	\$	6,204
12 San Bernardino Municipal Water Department	\$ 6,203.75	\$ 21,200	27,404
13 San Bernardino Valley Municipal Water District	\$ 99,260.00	\$ 21,200	120,460
14 San Bernardino Valley Water Conservation District	\$ 6,203.75	\$	6,204
15 San Geronio Pass Water Agency	\$ 6,203.75	\$	6,204
16 West Valley Water District	\$ 6,203.75	\$ 21,200	27,404
17 Yucaipa Valley Water District	\$ 6,203.75	\$ 3,780	9,984
TOTAL	\$ 198,520	\$ 194,580	\$ 393,100

2020 Integrated Regional Urban Water Management Plan Update

Water Systems Consulting Proposal

COST SHARING BY AGENCY

Agency	TOTAL PROPOSAL	Total (%)
1 Big Bear Lake Department of Water and Power	\$ 6,204	2%
2 Big Bear City Community Services District	\$ 6,204	2%
3 City of Colton	\$ 27,404	7%
4 City of Loma Linda	\$ 27,404	7%
5 City of Redlands	\$ 27,404	7%
6 City of Rialto	\$ 27,404	7%
7 City of Riverside Public Utilities Department	\$ 6,204	2%
8 East Valley Water District	\$ 27,404	7%
9 Fontana Union Water Company	\$ 6,204	2%
10 Riverside-Highland Water Company	\$ 27,404	7%
11 San Bernardino County Flood Control District	\$ 6,204	2%
12 San Bernardino Municipal Water Department	\$ 27,404	7%
13 San Bernardino Valley Municipal Water District	\$ 120,460	31%
14 San Bernardino Valley Water Conservation District	\$ 6,204	2%
15 San Gorgonio Pass Water Agency	\$ 6,204	2%
16 West Valley Water District	\$ 27,404	7%
17 Yucaipa Valley Water District	\$ 9,984	3%
TOTAL	\$ 393,100	100%





**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: APPROVAL OF CHANGE ORDER NO. 1 FOR THE DESIGN OF LORD RANCH SITE GRADING AND PAVEMENT IMPROVEMENTS PROJECT FOR ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

BACKGROUND:

West Valley Water District (“District”) proposes to construct several projects at the Lord Ranch Facility which would allow the District to utilize additional capacity through the Base Line Feeder (“BLF”) transmission pipeline, the source of which is purchased groundwater from the San Bernardino Valley Municipal Water District. Water supplied through the BLF is boosted into the District’s northern service area.

DISCUSSION:

On April 20, 2018, the District entered into a contract with Engineering Resources of Southern California, Inc. (“ERSC”) for the Design of Lord Ranch Site Grading and Pavement Improvements Project. Based upon various delays, an adjustment of the Professional Services Agreement is needed to complete the project. Additional funds are required due to administrative and engineering staff changes that resulted in numerous design revisions to advance to final design. The design revisions include the site configuration, drainage system, electrical components, coordination with updated geotechnical report, and other related elements. ERSC has submitted Change Order No. 1 to cover the cost for this additional work. Attached as **Exhibit A** is a copy of the proposal received by ERSC.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2020/2021 Capital Improvement Budget under the W15006 Lord Ranch Facility – Grading and Site Work Project. The original contract amount is \$35,549.00. This Change Order no. 1 will increase the contract amount by \$15,700.00 for a total of \$51,249.00. A copy of Change Order No. 1 is attached as **Exhibit B**. The project budget has available funds of \$2,792,586.00. Sufficient funds are available in the project budget to cover the cost of Change Order No. 1. A financial summary of the change order history is as follows:

CIP FY 2020-2021 Project Name	Available Budget	Design Cost	Change Order	Remaining Budget	New Contract Price
W15006 Lord Ranch Grading and Site Work Original Agreement	\$2,792,586.00	\$35,549.00		\$2,792,586.00	\$35,549.00
W15006 Lord Ranch Grading and Site Work Change Order No. 1	\$2,792,586.00	\$35,549.00	(\$15,700.00)	\$2,776,886.00	\$51,249.00

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve Change Order No. 1 for the additional design services for the W15006 Lord Ranch – Grading and Site Work Project to ERSC in the amount of \$15,700.00 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - ERSC Proposal
2. Exhibit B - ERSC Change Order No. 1

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



62026.197

August 31, 2020

Bertha Perez, PE - Associate Engineer
Via Email Only: bperez@wvwd.org

West Valley Water District
855 W. Baseline Road (P.O. Box 920)
Rialto, CA 92377

**SUBJECT: ENGINEERING DESIGN SERVICES FOR
LORD RANCH SITE GRADING AND PAVEMENT IMPROVEMENTS PROJECT
REQUEST FOR CHANGE ORDER**

Dear Ms. Perez,

Engineering Resources of Southern California (ERSC) has been providing design services for subject project in accordance with Task Order No. 2 as executed April 20, 2018. Based on our revised (Final) proposal dated March 14, 2018, Services were to include seven (7) specific sub-tasks: Kick Off / Planning Meeting, Base Map, Grading & Paving Plan, Electrical Plan, Project Specifications, Cost Estimate, and Project Management, for the sum of \$35,549.

Given the integral nature of coordinating Subject project with Pump Station 4-3 and a new 1.0 Million Gallon Reservoir (by separate contracts / purchase orders), delays associated with said facilities made efficient advancement of the Grading and Paving Plan set difficult. As shown on the updated / approved site plan (enclosed), we now finally have a clear focus on District's preferred final placement and how each element needs to be addressed in context with the others. With specific regards to said Task Order No. 2 (per Master Agreement dated June 15, 2017), our current budget status for the Grading and Paving sub-task is about \$12,300 beyond the previously authorized amount, albeit the project itself is only over by \$5,500 (due to other sub-task not being fully completed). This approach was done at the request of Staff and in good faith to facilitate the proper siting of all Lord Ranch facilities, which was one of the project's biggest challenges.

To date we have only invoiced the District for \$26,599 (about 75% of the total), but have expended considerable beyond scope effort assisting Staff with developing several site layout alternatives in addition to coordination with our electrical engineer for siting of the new electrical service equipment. Although our Final proposal removed, at the direction of Staff, certain services we anticipated being needed to comply with Regional Board's stormwater discharge requirements, the final placement of the Pump Station and Reservoir in fact dictated we develop an On-site drainage system. This was to contain both storm runoff and operational discharge flows (Tank overflow, bottom drain, and Pump Station nuisance flows).

The succeeding table summarizes our proposed cost-to-complete for the subject Grading and Paving Plans, including coordination with related elements previously described herein:

Cost-to-complete Estimate		\$15,700
Remaining T.O. Balance – Credit *		N/A
Total:		\$15,700

STAFF:	Sr. Princ. Engr	Prg Mngr	Prg Engineer	Eng Tech	TOTAL
RATE (\$/HR):	180	176	134	95	
HOURS:	18	24	36	36	
SUBTOTAL:	\$3,240	\$4,224	\$4,824	\$3,420	\$15,708
				(Rounded)	\$15,700

Therefore, we hereby request a Task Order amendment in the amount of **\$15,700** to allow **ERSC** to advance to final design and reconcile all described matters. With Staff’s revised electrical application submittal to SCE occurring on or about August 20, 2020, we understand there should be an 8 to 12 week processing period with their planning department. As such, we will endeavor to make the necessary plan revisions and submit updates to Staff by October 23, 2020 for a final review, with return comments and final drawings anticipated by the end of November 2020.

As always, we look forward to the opportunity of working with District on this matter and appreciate our continued relationship. If you have any questions or require additional information, please call me at 909.890.1255 (Ext. 126). Thank you.

Sincerely,



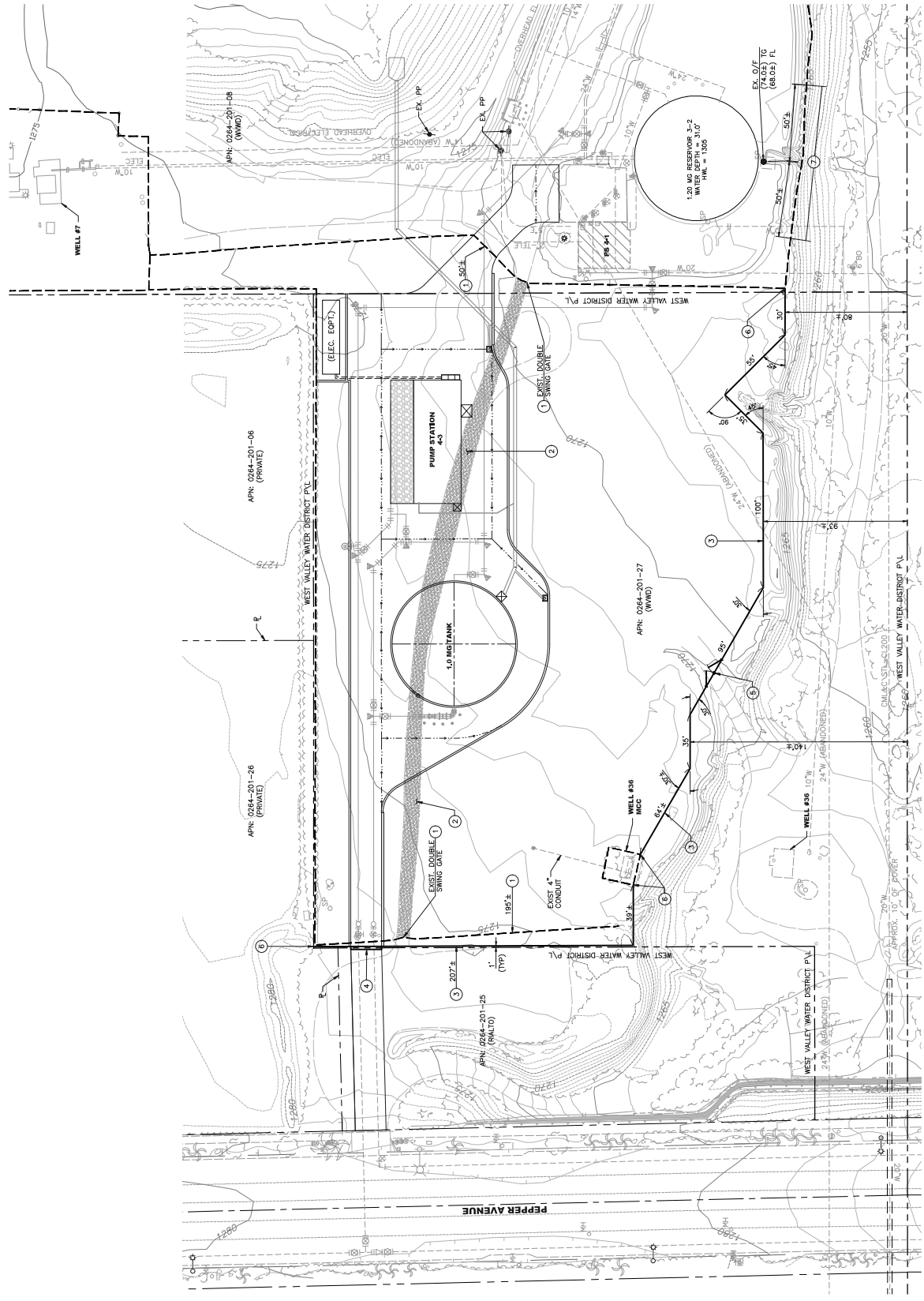
Erik T. Howard, PE, PLS
Sr. Principal Engineer



UPDATED SITE PLAN
(APPROVED MAY 5, 2020)

CONSTRUCTION NOTES

- 1 REMOVE AND DISPOSE OF EXIST. CHAIN LINK FENCE AND VEHICULAR GATE (185'± LF WEST SIDE, 50'± LF EAST SIDE) (THICKNESS UNKNOWN)
- 2 REMOVE AND DISPOSE OF COMPACTED AG ROAD GRINDINGS
- 3 CONSTRUCT 6' HIGH CHAIN LINK FENCE PER WWD STD DWG
- 4 CONSTRUCT 30" WIDE AUTOMATIC ROLL GATE & V-TRACK SYSTEM (CHAIN LINK)
- 5 CONSTRUCT 20" WIDE CHAIN LINK SWING GATE PER WWD STD DWG W-17
- 6 JOIN EXIST. FENCE
- 7 PERFORM REMEDIAL GRADING TO REPAIR EROSION AND RESTORE GROUND. REMOVE AND REPLACE 100± LF FENCING PER WWD STD DWG W-10



SCHEDULE I

WEST VALLEY WATER DISTRICT LORD RANCH SITE IMPROVEMENTS SITE PLAN		SHEET 3 OF 3	
181 West Regatta Blvd Hemlock, California 94028		DATE: 05/07/20 SCALE: 1"=30'	
		Design: BRB Checked: ETH Date: 6/20/26.197 Scale: 1"=30'	
No. 1 Reason:	No. 2 Reason:	No. 3 Reason:	No. 4 Reason:
No. 5 Reason:	No. 6 Reason:	No. 7 Reason:	No. 8 Reason:
No. 9 Reason:	No. 10 Reason:	No. 11 Reason:	No. 12 Reason:
No. 13 Reason:	No. 14 Reason:	No. 15 Reason:	No. 16 Reason:
No. 17 Reason:	No. 18 Reason:	No. 19 Reason:	No. 20 Reason:
No. 21 Reason:	No. 22 Reason:	No. 23 Reason:	No. 24 Reason:
No. 25 Reason:	No. 26 Reason:	No. 27 Reason:	No. 28 Reason:
No. 29 Reason:	No. 30 Reason:	No. 31 Reason:	No. 32 Reason:
No. 33 Reason:	No. 34 Reason:	No. 35 Reason:	No. 36 Reason:
No. 37 Reason:	No. 38 Reason:	No. 39 Reason:	No. 40 Reason:
No. 41 Reason:	No. 42 Reason:	No. 43 Reason:	No. 44 Reason:
No. 45 Reason:	No. 46 Reason:	No. 47 Reason:	No. 48 Reason:
No. 49 Reason:	No. 50 Reason:	No. 51 Reason:	No. 52 Reason:
No. 53 Reason:	No. 54 Reason:	No. 55 Reason:	No. 56 Reason:
No. 57 Reason:	No. 58 Reason:	No. 59 Reason:	No. 60 Reason:
No. 61 Reason:	No. 62 Reason:	No. 63 Reason:	No. 64 Reason:
No. 65 Reason:	No. 66 Reason:	No. 67 Reason:	No. 68 Reason:
No. 69 Reason:	No. 70 Reason:	No. 71 Reason:	No. 72 Reason:
No. 73 Reason:	No. 74 Reason:	No. 75 Reason:	No. 76 Reason:
No. 77 Reason:	No. 78 Reason:	No. 79 Reason:	No. 80 Reason:
No. 81 Reason:	No. 82 Reason:	No. 83 Reason:	No. 84 Reason:
No. 85 Reason:	No. 86 Reason:	No. 87 Reason:	No. 88 Reason:
No. 89 Reason:	No. 90 Reason:	No. 91 Reason:	No. 92 Reason:
No. 93 Reason:	No. 94 Reason:	No. 95 Reason:	No. 96 Reason:
No. 97 Reason:	No. 98 Reason:	No. 99 Reason:	No. 100 Reason:

NOTE TO CONTRACTOR:
TRACTOR TO FILL HOLE AND VERIFY DEPTH.
CONTRACTOR TO VERIFY DEPTH AND VERIFY CONNECTIONS.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED CONNECTIONS FROM THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED CONNECTIONS FROM THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED CONNECTIONS FROM THE WEST VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED CONNECTIONS FROM THE WEST VALLEY WATER DISTRICT.



EXHIBIT B

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Engineering Resources of Southern California, Inc.
1861 W. Redlands Blvd.
Redlands, CA 92373

PROJECT: W15006 Lord Ranch Site Grading and Pavement Improvements

Change Order No. 1 Agreement Date: April 20, 2018

Date: September 2, 2020 Sheet 1 of 2

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Cost to complete design	\$15,700.00	
Total, for Item I	\$15,700.00	
TOTAL FOR CHANGE ORDER NO. 1	\$15,700.00	

II. CONTRACT TIME

- 1. Increase by 0 calendar days.

III. JUSTIFICATION:

- 1. Additional funds are required due to administrative and engineering staff changes that resulted in numerous design revisions to advance to final design. The design revisions include the site configuration and other related elements.

CHANGE TO CONTRACT PRICE:

Original Contract Price:	<u>\$35,549.00</u>
Current Contract Price Adjusted by Previous Change Order(s):	<u>\$0.00</u>
Contract Price Due to This Change Order will be <u>Increased</u> By:	<u>\$15,700.00</u>
New Contract Price, including this Change Order:	<u>\$51,249.00</u>

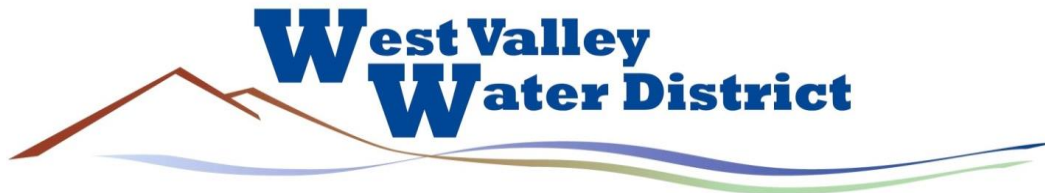
CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>0</u> Working Days
Date of Completion of All Work	<u>December 18, 2020</u> (Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

_____	_____
Requested By (Engineer ERSC)	Date
_____	_____
Recommended By (Project Manager)	Date
_____	_____
Recommended By (VP ERSC)	Date
_____	_____
Accepted By (Owner)	Date



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: APPROVAL OF CHANGE ORDER NO. 1 FOR THE DESIGN OF LORD RANCH 1.0 MG WELDED STEEL RESERVOIR PROJECT FOR ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

BACKGROUND:

West Valley Water District (“District”) proposes to construct several projects at the Lord Ranch Facility which would allow the District to utilize additional capacity through the Base Line Feeder (“BLF”) transmission pipeline, the source of which is purchased groundwater from the San Bernardino Valley Municipal Water District. Water supplied through the BLF is boosted into the District’s northern service area.

DISCUSSION:

On December 9, 2014, the District entered into a contract with Engineering Resources of Southern California, Inc. (“ERSC”) for the Design of 1.0 MG Welded Steel Reservoir Project at Lord Ranch. On Based upon various delays, an adjustment of the Professional Services Agreement is needed to complete the project. Additional funds are required due to administrative and engineering staff changes that resulted in numerous design revisions to advance to final design. The design revisions include the site configuration, coordination with updated geotechnical report, design, and other related elements. ERSC has submitted Change Order No. 1 to cover the cost for this additional work. Attached as **Exhibit A** is a copy of the proposal received by ERSC.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2020/2021 Capital Improvement Budget under the W15003 Lord Ranch 1.0 MG Aeration Tank Project. The original contract amount is \$63,000.00. This Change Order no. 1 will increase the contract amount by \$20,100.00 for a total of \$83,100.00. A copy of Change Order No. 1 is attached as **Exhibit B**. The project budget has available funds of \$2,812,686.00. Sufficient funds are available in the project budget to cover the cost of Change Order No. 1. A financial summary of the change order history is as follows:

CIP FY 2020-2021 Project Name	Available Budget	Design Cost	Change Order	Remaining Budget	New Contract Price
W15003 Lord Ranch 1.0 MG Aeration Tank Original Agreement	\$2,812,686.00	\$63,000.00		\$2,812,686.00	\$63,000.00
W15003 Lord Ranch 1.0 MG Aeration Tank Change Order No. 1	\$2,812,686.00	\$63,000.00	(\$20,100.00)	\$2,792,586.00	\$83,100.00

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve Change Order No. 1 for the additional design services for the W15003 Lord Ranch 1.0 MG Aeration Tank Project to ERSC in the amount of \$20,100.00 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - ERSC Proposal
2. Exhibit B - ERSC Change Order No. 1

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



62026.192

August 31, 2020

Bertha Perez, PE - Associate Engineer
Via Email Only: bperez@wvwd.org

West Valley Water District
855 W. Baseline Road (P.O. Box 920)
Rialto, CA 92377

**SUBJECT: ENGINEERING DESIGN SERVICES FOR 1.0 MG RESERVOIR @ LORD RANCH
REQUEST FOR CHANGE ORDER NO. 1 TO TASK ORDER 12**

Dear Ms. Perez,

Engineering Resources of Southern California (ERSC) has been providing design services for subject project in accordance with Task Order No. 12 as executed December 9, 2014. Based on our proposal dated November 20, 2014, Services were to include preparation of plans, specifications and cost estimates (PS&Es) related to said Reservoir for the sum of \$63,000. The following paragraphs were also cited in our amendment request for Pump Station 4-3 @ Lord Ranch (ERSC No. 62026.193), but are being repeated because of their related context.

Due to prolonged status of Subject task (about 5-1/2 years to date), together with numerous administrative and engineering staff changes coinciding with the same period, *ERSC's* budget has endured numerous design revisions that are typically associated with these types of circumstances. For the Lord Ranch Site in particular, its been difficult to accommodate individual revisions to the placement(s) of either the Pump Station, Reservoir, Electrical Service, and any waterline alignments without inadvertently impacting one or more of the remaining elements. Since *ERSC* has separate Task Orders for: 1) Grading and Paving, 2) Pump Station Design, and 3) Reservoir Design, its been equally challenging to manage one's budget impact to another as they are effectively joined as a common facility.

We recently coordinated an updated geotechnical review by the geotechnical engineer of record. Services included preliminary staking of the revised facility locations to ensure the geotechnical excavation would be performed at the appropriate locations, a preliminary review of the draft study, and must now review and incorporate recommendations associated with the updated study.

As shown on the updated / approved site plan (as enclosed with said Pump Station 4-3 change order), we now finally have a clear focus on District's preferred final placement and how each element needs to be addressed in context with the others. We have also expended additional engineering effort by addressing Staff plancheck comments plus associated site and piping changes. Further, we anticipate several structural design updates will be required due to new seismic parameters, as well as to subgrade earthwork stabilization.

The succeeding table summarizes our proposed cost-to-complete for the subject 1.0 MG Reservoir, including coordination with related elements previously described herein:

Cost-to-complete Estimate		\$14,800
Reconcile Charges from Task 13 Billing*		\$6,000
Remaining T.O. Balance – Credit		(\$700)
Total:		\$20,100

* Design charge of \$7,500 (per Pump Station 4-3 amendment request) was deducted from recent change order for that project, then discounted by 20% to compensate for the administrative error.

STAFF:	Sr. Princ. Engr	Prg Mngr	Prg Engineer	Eng Tech	TOTAL
RATE (\$/HR):	180	176	134	95	
HOURS:	18	24	32	32	
SUBTOTAL:	\$3,240	\$4,224	\$4,288	\$3,040	\$14,792
				(Rounded)	\$14,800

Therefore, we hereby request a Task Order 12 change order in the amount of \$20,100 to allow ERSC to advance to final design and reconcile all described matters. With Staff’s revised electrical application submittal to SCE occurring on or about August 20, 2020, we understand there should be an 8 to 12 week processing period with their planning department. As such, we will endeavor to make the necessary plan revisions and submit updates to Staff by October 23, 2020 for a final review, with return comments and final drawings anticipated by the end of November 2020.

As always, we look forward to the opportunity of working with District on this matter and appreciate our continued relationship. If you have any questions or require additional information, please call me at 909.890.1255 (Ext. 126). Thank you.

Sincerely,



Erik T. Howard, PE, PLS
Sr. Principal Engineer

EXHIBIT B

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Engineering Resources of Southern California, Inc.
1861 W. Redlands Blvd.
Redlands, CA 92373

PROJECT: W15003 Lord Ranch 1.0 MG Aeration Reservoir

Change Order No. 1 Agreement Date: December 9, 2014

Date: September 2, 2020 Sheet 1 of 2

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Cost to complete design	\$14,800.00	
2. Reconcile Charges from Task 13	\$6,000.00	
3. Remaining Task Order Balance - Credit		(\$700.00)
Total, for Item I	\$20,800.00	-\$700.00
TOTAL FOR CHANGE ORDER NO. 1	\$20,100.00	

II. CONTRACT TIME

1. Increase by 0 calendar days.

III. JUSTIFICATION:

1. Additional funds are required due to administrative and engineering staff changes that resulted in numerous design revisions to advance to final design. The design revisions include the site configuration and other related elements.
2. Additional funds required to reconcile redesign charges.

3. Remaining Task Order balance - credit.

CHANGE TO CONTRACT PRICE:

Original Contract Price: \$63,000.00

Current Contract Price Adjusted
by Previous Change Order(s): \$0.00

Contract Price Due to
This Change Order will
be Increased By: \$20,100.00

New Contract Price,
including this Change Order: \$83,100.00

CHANGE TO CONTRACT TIME:

Contract Time will be increased 0
Working Days

Date of Completion of All Work December 18, 2020
(Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Requested By (Engineer ERSC)

Date

Recommended By (Project Manager)

Date

Recommended By (VP ERSC)

Date

Accepted By (Owner)

Date



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: APPROVAL OF CONTRACT AMENDMENT LETTER FOR LAYDOWN AREA FOR THE CASMALIA STREET MAIN REPLACEMENT PROJECT FOR EL-CO CONTRACTORS, INC.

BACKGROUND:

On April 23, 2020, the District entered into an Agreement with El-Co Contractors, Inc. for the Casmalia Waterline Replacement project. The project includes replacement of 4-inch steel pipe with the installation of approximately 830 lineal feet of 8-inch ductile iron pipe, 10 lateral services, a new fire hydrant, and connections to existing waterlines within the street right-of-way of Casmalia Street and Lilac Avenue.

DISCUSSION:

On August 26, 2020, El-Co Contractors, Inc. requested the use of a District's facility for storage of excavated material. Well 22 is near the project location and it is an abandoned well which has appropriate space for storage. The District will allow the use for storage of Well 22 with conditions as outlined in the attached Amendment Letter as **Exhibit A** for committee review and approval.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve the Contract Amendment Letter and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence C. Mansell Jr, General Manager

BP:pa

ATTACHMENT(S):

1. Exhibit A - Amendment Letter

MEETING HISTORY:

09/09/20 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



TAFOYA LAW GROUP, APC

316 West 2nd Street, Suite 1000
Los Angeles, California 90012
Telephone: 213.617.0600
Facsimile: 213.617.2226

September 2, 2020

VIA EMAIL ONLY

jwileselco@verizon.net

John Wiles
El-Co Contractors, Inc.
1995 Nolan Street
San Bernardino, CA 92407

Re: Amendment to Contract

Dear Mr. Wiles:

This letter agreement is intended to be a modification and amendment of the contract between El-Co Contractors Inc. and the West Valley Water District ("WVWD") executed on April 23, 2020.

1. The WVWD agrees to provide El-Co Contractors, Inc. a construction staging area/laydown area for the Casmalia Waterline Project free of charge. This Project is formerly called the Casmalia Street Main Replacement Project (W17011).

2. The staging area/laydown area will be on WVWD property at Well 22. This is the only staging area/laydown area agreed to by this agreement.

3. El-Co Contractors, Inc. agrees to defend and indemnify and hold harmless the WVWD, its employees, directors, agents, attorneys, staff and representatives against any claim or demand made against WVWD regarding El-Co Contractors, Inc.'s work related to this project. El-Co Contractors, Inc. stipulates and agrees in consideration for the aforesaid free use of WVWD property to fully indemnify and hold harmless WVWD from any and all loss associated with any use of WVWD property, or other claim or demand resulting from or relating to the use of the WVWD property. El-Co Contractors, Inc. further agrees to indemnify and hold harmless WVWD from any and all loss resulting from El-Co Contractors, Inc. use of WVWD property. El-Co Contractors, Inc. also agrees to defend WVWD in the event any claim due to El-Co Contractors, Inc. negligence is filed against WVWD. This defense and indemnification from loss includes all damages and costs incurred by WVWD and/or their attorneys, including without limitation, any attorneys' fees, interest, expenses, and judgments.

4. This is the entire amendment/modification to the contract and no other amendments or modifications are intended or contemplated by this letter agreement.

Clarence C. Mansell, Jr.
General Manager



John Wiles
General Manager

John Wiles
September 2, 2020
Page 2 of 2

Best regards,

TAFUYA LAW GROUP, APC

A handwritten signature in black ink, appearing to be 'RNT', written over the printed name of Robert Nacionales Tafuya.

Robert Nacionales Tafuya

RNT/tcs



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: APPROVE THE INCLUSION OF THE INLAND EMPIRE UTILITIES AGENCY'S METER EQUIVALENT UNIT CHARGE ON WEST VALLEY WATER DISTRICT WATER SERVICE BILLINGS

BACKGROUND:

The Inland Empire Utilities Agency (IEUA) informed West Valley Water District (WVWD) on August 25, 2015 about its' plan for collection of the Meter Equivalent Unit (MEU) charge. IEUA's MEU charge was designed to recover the costs of IEUA's Water Resources Program, which supports the following IEUA's water resources initiatives:

- Managing delivery of imported water from the Metropolitan Water District.
- Implementing water use efficiency programs throughout the IEUA service area.
- Providing water resources planning and stewardship in the region.
- Supporting regional water supply programs such as recycled water, groundwater recharge and storm water management.

WVWD has approximately 1,200 service connections located within the City of Fontana (Fontana) that are also in IEUA's service area. IEUA requests that WVWD bills the MEU charges.

DISCUSSION:

WVWD staff recommends that the MEU charge be included on our bills to affected customers in Fontana. The breakdown of the unit costs, the calculation of the bill, and IEUA's contact information such as phone number, email, and website will also be included.

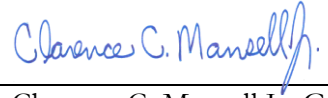
FISCAL IMPACT:

WVWD will incur minimal administrative costs for collection of the MEU charge and distribution to IEUA.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve inclusion of the IEUA'S MEU charge on WVWD bills.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

CM:jc

ATTACHMENT(S):

1. Exhibit A - IEUA Invoices

EXHIBIT A



Invoice

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

855 W. BASELINE ROAD
RIALTO, CA 92377

Reference:

INVOICE NUMBER: 90025857
INVOICE DATE: 01/27/2020
SERVICE PERIOD: 12/01/2019 to 12/31/2019
DATE DUE: 02/21/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80
VENDOR# _____ PO# _____ GL CODE _____ Proj# _____ GL CODE _____ Proj# _____ APPROVAL _____								

PAST DUE

Please Pay From This Invoice

TOTAL DUE \$3,140.80

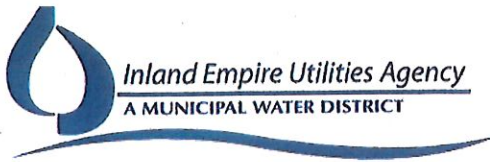
Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms:

Due 25 Days After Invoice Date
 IF NOT PAID WITHIN 25 DAYS OF THE INVOICE DATE, A 2% PENALTY PLUS INTEREST (AT MAXM PROVIDED BY LAW) SHALL ACCRUE ON THE TOTAL OF ALL DELINQUENT FEES AND/OR CHARGES INCLUDING THE PENALTY, PER ORD 104. PLEASE PAY ON TIME, ADJUSTMENTS/REVISIONS WILL BE SETTLED ON SUBSEQUENT BILLINGS.

Remit To:

P.O. Box 2650 Chino Hills, CA 91709
 TEL (909) 993-1600 FAX (909) 606-7364



RECEIVED
M. Blount
MAR 06 2020

Invoice

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

855 W. BASELINE ROAD
RIALTO, CA 92377

Reference:

INVOICE NUMBER: 90026108
INVOICE DATE: 02/27/2020
SERVICE PERIOD: 01/01/2020 to 01/31/2020
DATE DUE: 03/23/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80
30	Capacity Charge \$8,800/cfs + 12 months = \$733.3333/cfs				CFS	1.800	\$733.34	\$1,320.01

VENDOR# _____ PO# _____
 GL CODE _____ Proj# _____
 GL CODE _____ Proj# _____
 APPROVAL _____

Please Pay From This Invoice

TOTAL DUE \$4,460.81

Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms:

Due 25 Days After Invoice Date
 IF NOT PAID WITHIN 25 DAYS OF THE INVOICE DATE, A 2% PENALTY PLUS INTEREST (AT MAXM PROVIDED BY LAW) SHALL ACCRUE ON THE TOTAL OF ALL DELINQUENT FEES AND/OR CHARGES INCLUDING THE PENALTY, PER ORD 104. PLEASE PAY ON TIME, ADJUSTMENTS/REVISIONS WILL BE SETTLED ON SUBSEQUENT BILLINGS.

Remit To:

P.O. Box 2650 Chino Hills, CA 91709
 TEL (909) 993-1600 FAX (909) 606-7364



RECEIVED
M. Blount
MAY 14 2020

Invoice

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

855 W. BASELINE ROAD
RIALTO, CA 92377

Reference:

INVOICE NUMBER: 90026470
INVOICE DATE: 04/28/2020
SERVICE PERIOD: 03/01/2020 to 03/31/2020
DATE DUE: 05/23/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80
20	Capacity Charge \$8,800/cfs + 12 months = \$733.3333/cfs				CFS	1.800	\$733.33	\$1,320.00
					VENDOR#	RO#		
					GL CODE	Proj#		
					GL CODE	Proj#		
					APPROVAL			

Please Pay From This Invoice

TOTAL DUE \$4,460.80

Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms:

Due 25 Days After Invoice Date
IF NOT PAID WITHIN 25 DAYS OF THE INVOICE DATE, A 2% PENALTY PLUS INTEREST (AT MAXM PROVIDED BY LAW) SHALL ACCRUE ON THE TOTAL OF ALL DELINQUENT FEES AND/OR CHARGES INCLUDING THE PENALTY, PER ORD 104. PLEASE PAY ON TIME, ADJUSTMENTS/REVISIONS WILL BE SETTLED ON SUBSEQUENT BILLINGS.

Remit To:

P.O. Box 2650 Chino Hills, CA 91709
TEL (909) 993-1600 FAX (909) 606-7364



Invoice

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

**855 W. BASELINE ROAD
RIALTO, CA 92377**

Reference:

INVOICE NUMBER: 90026671

INVOICE DATE: 05/27/2020

SERVICE PERIOD: 04/01/2020 to 04/30/2020

DATE DUE: 06/21/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80
20	Capacity Charge \$8,800/cfs + 12 months = \$733.3333/cfs				CFS	1.800	\$733.33	\$1,320.00
VENDOR# _____ PO# _____ GL CODE _____ Proj# _____ GL CODE _____ Proj# _____ APPROVAL _____					PAST DUE			

Please Pay From This Invoice

TOTAL DUE \$4,460.80

Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms:

Due 25 Days After Invoice Date
 IF NOT PAID WITHIN 25 DAYS OF THE INVOICE DATE, A 2% PENALTY PLUS INTEREST (AT MAXM PROVIDED BY LAW) SHALL ACCRUE ON THE TOTAL OF ALL DELINQUENT FEES AND/OR CHARGES INCLUDING THE PENALTY, PER ORD 104. PLEASE PAY ON TIME, ADJUSTMENTS/REVISIONS WILL BE SETTLED ON SUBSEQUENT BILLINGS.

Remit To:

P.O. Box 2650 Chino Hills, CA 91709
 TEL (909) 993-1600 FAX (909) 606-7364



Invoice

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

855 W. BASELINE ROAD
RIALTO, CA 92377

Reference:

INVOICE NUMBER: 90026854
INVOICE DATE: 06/30/2020
SERVICE PERIOD: 05/01/2020 to 05/31/2020
DATE DUE: 07/25/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80
20	Capacity Charge \$8,800/cfs ÷ 12 months = \$733.3333/cfs				CFS	1.800	\$733.33	\$1,320.00
<p>VENDOR# _____ PO# _____</p> <p>GL CODE _____ Proj# _____</p> <p>GL CODE _____ Proj# _____</p> <p>APPROVAL _____</p>								

Please Pay From This Invoice

TOTAL DUE \$4,460.80

Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms:

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P.O. Box 2650 Chino Hills, CA 91709
 TEL (909) 993-1600 FAX (909) 606-7364



Invoice

CUSTOMER NO: 20921

WEST VALLEY WATER DISTRICT

**855 W. BASELINE ROAD
RIALTO, CA 92377**

Reference:

INVOICE NUMBER: 90027039

INVOICE DATE: 07/24/2020

SERVICE PERIOD: 06/01/2020 to 06/30/2020

DATE DUE: 08/18/2020

ITEM	SERVICE	METER READINGS			BILLING UNIT	BILLING UNITS CONSUMED	CHARGE PER BILLING UNIT	NET AMOUNT
		METER	CURRENT	PRIOR				
10	Meter Equivalent Unit Charge				MEU	3,020	\$1.04	\$3,140.80
20	Capacity Charge \$8,800/cfs ÷ 12 months = \$733.3333/cfs				CFS	1.800	\$733.33	\$1,320.00

Please Pay From This Invoice

TOTAL DUE \$4,460.80

Rate Res 2018-6-7, WW, MWD, WVWD

Payment Terms:

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Remit To:

P.O. Box 2650 Chino Hills, CA 91709
TEL (909) 993-1600 FAX (909) 606-7364



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: PUBLIC AFFIARS STRATEGIC COMMUNICATION PLAN

BACKGROUND:

In December 2019, West Valley Water District contracted with an independent firm, ChamberlaynePR, to complete an assessment of the external and public affairs departments. In April 2020, the firm submitted and presented its report, including its assessment and recommendations, to the West Valley Water District Board of Directors.

The independent firm especially recommended that the Water District develop and implement a *Strategic Communications Plan*, in order to assist the organization in its overall commitment to transparency, accountability and fiscal responsibility by clearly outlining projects, responsibilities, and resources. The public affairs department has been actively working with executive management, the human resources department, and the external affairs committee to develop the plan since May 2020.

The *Strategic Communications Plan* includes a mission statement, staff responsibilities, a timeline with projects and objectives, and tools and resources the department may utilize. The plan will be amended and expand as further projects are identified.

FISCAL IMPACT:

Costs associated with developing the Strategic Communications Plan are in the FY 2020-2021 budget.

STAFF RECOMMENDATION:

Staff recommends the board of directors receive and file the *Strategic Communications Plan*.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence C. Mansell Jr, General Manager

CM:pa

ATTACHMENT(S):

1. ChamberlaynePR



West Valley Water District | 2020

Strategic Communications Plan Outline

MISSION



- West Valley Water District's (WVWD) mission is to provide our customers with safe, high quality and reliable water service at a reasonable rate and in a sustainable manner.

SUMMARY

This document aims to serve as a high-level plan for communication activities for WVWD in four phases over 12 months.

GOALS/OBJECTIVES

<p>COHESION Providing cohesion among WVWD leadership and staff through more organized and frequent internal and external communications.</p>	<p>ENGAGEMENT Keeping ratepayers engaged by communicating successes and ongoing changes.</p>	<p>EDUCATION Educating the public about the benefits of WVWD via various communications strategies and tactics.</p>
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POTENTIAL TARGET AUDIENCE MEMBERS:

<p>RATEPAYERS/ GENERAL PUBLIC To secure local support and regain public trust. (Engagement/Education)</p>	<p>STAFF To ensure a cohesive, positive brand among involved parties. (Cohesion)</p>	<p>COMMUNITY PARTNERS/ CIVIC ORGANIZATIONS/ ELECTED LEADERS To raise awareness about successes and communicate the benefits of conservation and ongoing WVWD projects. (Engagement/Education)</p>	<p>MEDIA To facilitate messaging and provide public engagement on project developments. (Engagement/Education)</p>
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POTENTIAL KEY CORE MESSAGES

- **Core Message #1:** WVWD is committed to providing increased accountability, transparency and opportunities for local families and residents.
- **Core Message #2:** Providing water services while maintaining fiscal responsibility, transparency and accountability.
- **Core Message #3:** Re-establishing the West Valley Water District as a fiscally responsible, accountable and transparent organization.

TIMELINE



PHASE I:

- Media relations (ongoing)
- Quarterly media list maintenance/updates (ongoing)
- New releases (ongoing)
- External monthly newsletter/billing inserts
- Quarterly message from the board president (text/audio/video)

PHASE II:

- Monthly message from the board members (text/audio/video)
- Quarterly events to highlight milestones (contractor awards, project completions, etc.)
- Increased social media/website post frequency to push messaging and highlight successes.
- Increased/diversified community outreach (schools, local civic organizations)

PHASE III:

- Improved website
- Internal monthly newsletter
- Native photography/video for social media and other collateral
- Social media marketing/ads

PHASE IV:

- Expanded weekly communications meeting
- Community forums and workshops (i.e. water conservation, landscape education, etc.)
- Brochure (paper and electronic/downloadable)
- Water treatment tour

POTENTIAL COMMUNICATION CHANNELS



<i>Print/Media</i>	<i>Digital</i>	<i>In-Person</i>
<ul style="list-style-type: none"> · Newspapers · Specialty/Community Newspapers · Letters · Direct Mail · Advertisements · Business Journals · Magazines · Special Interest Publications · Television · Radio 	<ul style="list-style-type: none"> · Video · Microsite · Social Media Posts · Social Media Advertising · Search Marketing · Social Media Posts · Blog · Email · Podcasts · E-Campaign/Newsletter 	<ul style="list-style-type: none"> · Forums/Public Meetings · Events/Community Gatherings · School Outreach · Kiosks

PRINT/MEDIA

Newspapers

- Forwarding press releases to publications' news desks for coverage of WVWD successes.
- Following up with newspaper outlets to build relationships with reporters
- Hosting events for reporters to generate stories in a controlled, friendly environment.

Specialty/Community Newspapers

- Sharing information with specialty papers to generate stories for specific target audiences on key issues, like employment, water conservation, etc.

Letters

- Sending letters to ratepayers for various purposes, which includes alerting ratepayers on topics related to emergencies, rate changes, shutdowns, etc.
- Issuing letters to staff regarding changes within the organization to reduce leaks and promote a more positive, healthier work environment.

Direct Mail

- Sending mailers with information and graphics to help ratepayers learn how to conserve water, read their bill and access their accounts online.

Advertisements

- Placing advertisements to recruit individuals and organizations for WVWD or its partner programs with other water related agencies, schools or community colleges, such as the Thousand Hours apprenticeship program.
- Informing local ratepayers and residents of major changes and successes at WVWD.

Business Journals

- Highlighting the water industry and WVWD in business journals to raise the profile of this vital industry and the challenges it faces.
- Requesting interviews and providing information on the businesses to lead to positive stories about WVWD, and begin encouraging more businesses to seek out contracts with WVWD.

Magazines

- Placing lighter-hearted features on WVWD staff and personnel or highlighting diversity and conservation in general magazines can improve basic sentiment towards WVWD among the general population

Special Interest Publications

- Highlighting WVWD's strengths and successes in trade publications that focus on California special districts, utilities, and water districts through interviews and features can raise peer organizations' esteem of WVWD.

Television

- Inviting television crews for the opening of new buildings or hosting of major events could warrant the presence of a television crew; seeing WVWD on TV will normalize the Water District to an audience that is not entirely confident in it.

Radio

- Contacting radio stations to request highlight pieces, WVWD members coming on as guests, or even the playback of comments or statements from WVWD: the Inland Empire's focus on the automobile makes radio a fantastic platform for advancing WVWD interests.

DIGITAL

Video

- Continuing to stream board meetings inspires confidence among ratepayers
- Delivering key information through informative videos on COVID-19 updates, budget changes, and other WVWD messages to a more diverse audience
- Posting videos on the WVWD website and social media

Microsite

- Developing microsites to target individuals for specific action campaigns. For WVWD, campaigns could include helping customers meet conservation goals, or securing customer surveys on various issues (transparency, service, perception, etc.)

Social Media Posts:

- Posting pictures, links, text and video messages meant to communicate vital information to ratepayers and the public

Social Media Advertising

- Expending advertising money to boost posts can ensure that social media messages penetrate key audiences. WVWD can target groups by interests, age, race, income, location, and much more.

Search Marketing

- Expending resources on search marketing could lead to greater awareness of WVWD and attract additional job and contractor applications. Search results, like those on Google, also include promoted results, often at the top, and search marketing will result in WVWD ranking higher in search results for certain terms.

Blog

- Including industry blogs in future press releases and offering these organizations interviews could greatly improve peer organization esteem of WVWD; industry blogs are a means of further highlighting WVWD successes and generating goodwill and a better name among peers and potential partners.

Email

- Emailing ratepayers, staff, and the whole community detailing policy changes, good news, and open positions can keep everyone feeling engaged and connected. WVWD is easily able to manage its email contacts through its current email management software that lets it break down its audiences into specific groups.

Podcast

- Finding local podcasts on governance and/or local issues and contacting the producers for a representative of WVWD to come on as a guest could result in additional coverage for WVWD, and provide access to audiences not reached by traditional media

E-Campaign/Newsletter

- Producing and distributing digital newsletters containing the latest information on policy changes, open positions, and highlights of staff can further humanize WVWD.

IN-PERSON:

Forums and Public Meetings

- Hosting forums and public meetings for important decisions or changes to create positive public dialogue.
 - For example, a new budget can be presented at forums held at local public spaces, like schools or auditoriums.
 - Public meetings allow the public to have greater confidence in the transparency of new decisions being made, especially if there is some kind of two-way interaction via public comment or public questions.

Events/Community Gatherings

- Hosting community events and gatherings can raise awareness on key local issues, like water conservation.
 - For example, the large annual Earth Day event enables the Water District to reach thousands of children and residents and educate them on water-related issues.

School Outreach

- Granting tours of WVWD facilities and conducting lectures at school can teach children valuable conservation lessons
- Compiling a list of local K-12 schools and contacting each school's administration about arranging tours and follow-up classroom presentations can help teach children life-long lessons about their water supply.

Kiosks

- Dispatching the community representative local events and community gatherings can allow WVWD to distribute printed and promotional materials and create a point of contact for the public.
- Equipped with branded materials and conservation guidelines, the community representative, aside from customer service and operations, is often the first, and most visible point of contact between the public and the Water District.
 - The community representative can also have individuals fill out surveys, and receive verbal feedback from the community about what types of messages work for WVWD, what mediums have reached the community, and what they want to see change at WVWD.

ROLES & RESPONSIBILITIES



PUBLIC AFFAIRS MANAGER

- Media relations
- News releases
- Federal & state advocacy
- Quarterly message from the board president

COMMUNITY AFFAIRS REPRESENTATIVE

- Quarterly events to highlight milestones
- Community forums and workshops
- Photography/video for social media and other collateral
- Water facility Tours
- Increased/diversified community outreach

Immediate Action Items (June):

- *Water Quality Report Ratepayer Letter*
- *Event Planning and release for MOU signing with San Bernardino Community College for Water Technology Career Opportunity Program Launch*
- *Event Plan for National Water Quality Month (August) Campaign.*
- *Landscape/Conservation Virtual Workshops (August-September)*
- *Annual Water Conservation Calendar Contest*
- *Plan for Increased diversity/latino/black outreach.*
- *Plan for World Water Monitoring Day (September 18) Campaign*

PUBLIC AFFAIRS ANALYST

- External monthly newsletter/billing Inserts
- Internal monthly newsletter
- Brochure
- Social media/website posting (including live streaming events)
- Media list quarterly updates/maintenance

Immediate Action Items (June):

- *SDLF Certification Social Media (Facebook, Instagram, Twitter, LinkedIn)*
- *Water Quality Report Social Media (Facebook, Instagram, Twitter, LinkedIn)*
- *Water Quality Report Social Media Website Post*
- *Final Budget Release Social Media (Facebook, Instagram, Twitter, LinkedIn)*
- *Final Budget Website Post*
- *Reform Plan Release Social Media (Facebook, Instagram, Twitter, LinkedIn)*
- *Reform Plan Release Website Post*
- *Tyler Technologies Social Media (Facebook, Instagram, Twitter, LinkedIn)*
- *Tyler Technologies Website Post*
- *AGM Announcement Social Media (Facebook, Instagram, Twitter, LinkedIn)*
- *National Hydration Day (June 23) Social Media (Facebook, Instagram, Twitter, LinkedIn)*
- *Compile Newsletter (July)*
- *Update Media/Contact Lists*
- *Build a Public Affairs Contact List*

PR/PUBLIC AFFAIRS FIRM (SUPPLEMENTAL ASSISTANCE)

- Improved website
- Quarterly events to highlight milestones
- External monthly newsletter
- Internal monthly newsletter
- Brochure
- Increased social media posting frequency to push messaging and highlight successes

JOB DESCRIPTIONS



PUBLIC AFFAIRS MANAGER

Working at the behest of the general manager, the public affairs manager directs all activities of the public affairs department. These activities include providing information to the public, guiding community relations, managing government and legislative affairs, expanding education programs, and promoting water use efficiency. Much of this work is done in collaboration with the customer service department. The public affairs manager also serves as the chief spokesperson for WVWD and performs any additional duties relating to those outlined above.

Direct report:

The public affairs manager receives supervision from the general manager and exercises direct supervision over all public affairs staff.

Essential functions:

Essential responsibilities and duties include, but are not limited to, the following:

1. Developing the Water District's government and public affairs programs.
2. Selecting, training, and evaluating public affairs personnel. Working diplomatically with employees to keep them motivated, further developing their skills and abilities, implementing disciplinary processes when necessary, and preparing performance appraisals.
3. Coordinating and leading public awareness, information, community involvement, internal communication campaigns and legislative impact analyses. Overseeing the design and development of supporting materials, deadlines and production schedules to carry out program responsibilities.
4. Developing and overseeing the implementation of the Water District's Strategic Communications Plan which include branding, crisis communications and social media strategies.
5. Overseeing the development and creation of graphic material, including flyers, brochures, newsletters, fact sheets, bill inserts, charts, etc. Directing the development of content for the Water District's website and social media outlets, bulletins, informational brochures, billing inserts, social media content and letters.
6. Making presentations to organizations, whether community, industry, government, or educational, on government and public affairs programmes relating to the Water District, its customers, and community stakeholders. Serving as a liaison representing the Water District at meetings with community, industry and advocacy groups. Arranging and attending meetings with legislators and other officeholders and their staff.
7. Supporting WVWD executive staff and its board of directors by supplying talking points, presentations, letters, and reports. Meeting with senior executives and board members to prepare for interviews and other media concerns. including working with the public and media to convey critical Water District information, monitoring critical events and drafting press releases and website content.
8. Overseeing the preparation and release of news releases and public service announcements. Maintaining and building relationships with members of the media and with legislators and their staff.
9. Overseeing the development, marketing and implementation of the WVWD education and water-use efficiency programs.
10. Preparing a wide variety of correspondence, letters and memoranda in response to customer, stakeholder and legislator inquiries.
11. Preparing and managing contracts for consultants and vendors.
12. Preparing and presenting a variety of reports for oral and written presentation.
13. Participating in the preparation and administration of the Water District budget for public affairs. Submitting budget recommendations and monitoring expenses.
14. Performing additional related duties and responsibilities as required.

Marginal Functions:

1. Assisting in preparing various reports relative to the assigned area of responsibility.
2. Performing related duties and responsibilities as required.

Qualifications:
Knowledge of:

- Principles and practices of communications, crisis communications management, marketing, social media, government and public affairs.
- Principles and practices of program development and administration.
- Knowledge of other related governmental agencies, including their duties and relationship to the Water District.
- Principles of modern water use efficiency practices and regulations.
- Principles and practices of leadership and management, including managing effective and positive team interactions. • Methods and techniques for creating effective media and public relations materials, including news releases, public service announcements, fact sheets, brochures and other collateral material.
- Industry trends and news agency practices as they apply to the development and implementation of public information programs.
- Principles and practices of administration including, budgeting, purchasing, maintenance of public records and the preparation of staff performance appraisals.
- Modern office procedures, methods and equipment including computer and internet use.

The ability to:

- Oversee and direct administrative operations, services and activities.
- Develop and oversee district goals, objectives and procedures.
- Respond to requests and inquiries from the public and media.
- Research, analyze, and evaluate improvements in communications methods.
- Establish and maintain effective working relationships with government agencies, legislative representatives, elected officials, industry representatives, ratepayers, the public, and Water District staff.
- Represent the District, including its programs and policies, to the public, other agencies, statewide organizations, the media, elected officials and stakeholders.
- Evaluate the work of staff and consultants with regards to whether they are achieving department and organization goals.
- Give presentations and act as a liaison with government agencies, industry associations, businesses, civic groups, community associations, and members of the media.
- Represent the Water District at meetings, conferences and seminars.
- Judge and request changes to audio, visual, and text communications.
- Operating assigned equipment, including video cameras and computers.

Education:

A bachelor's degree in communications, marketing, journalism, public relations or a related field from an accredited four-year college or university is required. A master's degree in marketing, communications, public relations, public administration or business administration is highly desirable.

Experience:

A minimum of ten (10) years' combined experience with a growing set of responsibilities in government relations, legislative affairs, communications, public affairs, media relations, community relations, marketing, journalism or related industries..

COMMUNITY AFFAIRS REPRESENTATIVE

Under supervision from the public affairs manager, the community affairs representative represents the Water District at community gatherings. The community affairs representative also serves as a Water District liaison for the community and, when needed, the water industry. The community affairs representative works with professional services contractors, coordinates special events, and conducts outreach with stakeholders. The community affairs representative also identifies, develops and executes grassroots strategies designed to build relationships with, train, support and mobilize communities in the region to support and advance the WVWD's mission and priorities. This includes developing and implementing partnerships, community events and employee volunteer engagement programs. This position also provides assistance in any troubleshooting/problem resolution with ratepayers. Additional and related duties are performed as assigned.

Direct report:

Receives direction from the public affairs manager.

Essential functions:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Assisting with the day-to-day aspects of the Water District's public affairs programs and the development and marketing of Water District and programs that promote water-use efficiency and positive customer relations.
2. Coordinating and setting up displays and exhibits at community events like farmers' markets and fairs. Ordering and designing exhibit materials as needed under the direction of the public affairs manager.
3. Coordinating and supporting aspects of the Water District's school education program, which may include scheduling and conducting tours, attending job fairs, leading teacher workshops, and making classroom presentations. Developing classroom curricula, including pre and post presentation materials.
4. Maintaining relationships with teachers, curriculum directors, and environmental education advocacy groups.
5. Developing, indexing, and maintaining a variety of records and files pertinent to the public affairs department, including a database of attended events.
6. Attending the WVWD office regularly.

Qualifications:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major course work in communications, public relations, business/public administration or a related field. A master's degree is desirable.

Experience:

A minimum of two (2) years of progressive experience in the coordination of government and public affairs, whether supporting elected officials or executive management in a government or public utility setting.

PUBLIC AFFAIRS ANALYST

Under supervision from the public affairs manager, the public affairs analyst performs professional and administrative activities in support of the WVWD's public affairs, community education and outreach, government relations, and school education programs. The public affairs analyst also represents the Water District at community meetings and

events and serves as a liaison to the community and the water industry. The public affairs analyst works with professional services contractors, coordinates special events, and conducts outreach with stakeholders. Additional and related duties are performed as assigned.

Direct report:

The public affairs analyst receives direction from the public affairs manager.

Essential Functions:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Creating and disseminating Water District communication items, including the customer newsletter, fact sheets, bulletins, informational brochures, billing inserts, social media content and letters.
2. Preparing press releases, articles, and other media materials for newspapers, magazines, and other publications. Maintaining working relationships with local media and coordinating with other regional water agencies, and with public information professionals for the communities served by the Water District.
3. Assisting with the analysis of proposed state and federal legislative and regulatory changes that may affect the Water District. Assisting with the preparation of formal letters, media content, position papers and district communications with legislators and regulators. Arranging and attending meetings with community organizations.
4. Attending and making presentations at public meetings, as assigned.
5. Receiving, preparing, and distributing communications and correspondence to Water District employees.
6. Serving on committees and attending industry and professional meetings on behalf of the Water District, as assigned.
7. Responding to visitors and assisting the public, whether at the office front counter, over the telephone, or electronically through email or social media. Respond to complaints or inquiries. Screening and routing calls or correspondence to appropriate personnel.
8. Performing tasks related to Water District website and social media management, including developing articles and "posts," maintaining an online calendar of events, working with other divisions to ensure content is accurate and working with vendors and consultants.
9. Supporting Water District public information officer functions in emergency situations, including working with the public and media to convey critical Water District information, monitoring critical events and drafting press releases and website content.

Marginal Functions:

1. Assisting in preparing various reports relative to the assigned area of responsibility.
2. Performing related duties and responsibilities as required.

Qualifications:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major course work in communications, public relations, business/public administration or a related field. A master's degree is desirable.

Experience:

A minimum of five (5) years of professional experience in the coordination of government and public affairs, whether supporting elected officials or executive management in a government or public utility setting.

CALENDAR

Phase 1: June 2020 – August 2020

Phase 2: September 2020 – November 2020

Phase 3: December 2020 – February 2021

Phase 4: March 2020 – May 2021

JUNE

- Distribution and release of Water Quality Report
- News release for final budget.
- Campaign and News release for reform plan.
- News release regarding Tyler Technologies.
- Social media for Dr. Taylor address to the USCM on COVID-19.
- Announcement for new operations and engineering AGM.
- Announcement for new communications policies.
- Announcement for SDLF certification.
- Statement for National Hydration Day (June 23).
- Announcement and statement for state audit.
- Quarterly message from board president.

JULY

- Campaign MOU Signing/Water Technology Career Opportunity Program Launch
 - News release regarding Roemer Filtration Plant.
 - News release with SBVMWD on SB Basin Area Ground Council.
 - News release of information on SBMWD and increased water supply reliability.
 - Presentation and release for 30 Day Reform Sprint.
 - Update for ratepayers on COVID-19 and onsite payments.
 - Monthly message from a board member.
 - Newsletter #001 prep for release.
 - July 10: Final Planning Doc is received (Newsletter Planning Guide)
 - July 10: C. Birts reaches out to newsletter designer to begin conversation on template design and sends them the guidance from the “Newsletter Planning Guide”.
 - July 13: C. Birts updates team on newsletter progress utilizing “Newsletter Checklist.” Identifies what elements (pictures/visuals/custom links) are needed for each piece.
 - July 17: C. Birts ensures all pieces have been collected and checks in with team on final newsletter elements to send to the designer.
 - July 17: C. Birts sends folder of newsletter content to designer.
 - July 22: Based on general guidance from the “Newsletter Planning Guide”, designer produces draft newsletter.
 - July 22: Final draft is discussed and any adjustments are made and sent onto the designer.
 - July 24: Newsletter is completed and sent for Production
 - August 1st or when first bills go out: Send insert

AUGUST

- Campaign for National Water Quality Month.
- Monthly message from a board member.

AUGUST (CONT'D)

- Newsletter #002 release.
 - August 3: As part of first monthly Comms meeting, September newsletter theme is agreed upon and initial framework for content is laid out utilizing “Newsletter Checklist.”
 - August 10: C. Birts discusses newsletter progress at Comms Meeting
 - August 14: C. Birts ensures all pieces have been collected and checks in with team on final newsletter elements to send to the designer.
 - August 14: C. Birts sends folder of newsletter content to designer.
 - August 21: Designer produces draft newsletter
 - August 24: At Comms Meeting, final draft is discussed and any adjustments are made and sent onto the designer.
 - August 26: Newsletter is completed and sent for Production
 - September 1st or when first bills go out: Send insert
 - Begin website improvement process

SEPTEMBER

- (Projected) Announcement for HR manager.
- Quarterly Message from board president.
- Introduce increased/diversified community outreach.
- Monthly message from a board member.
- Campaign for World Water Monitoring Day (September 18)
- Newsletter #003 release.
 - August 31: At Comms Meeting, October newsletter theme is agreed upon and initial framework for content is laid out utilizing “Newsletter Checklist”.
 - September 7: C. Birks discusses newsletter progress at Comms Meeting
 - September 15: C. Birks ensures all pieces have been collected and checks in with team on final newsletter elements to send to the designer.
 - September 15: C. Birks sends folder of newsletter content to designer.
 - September 20: Designer produces draft newsletter
 - September 21: At Comms Meeting, final draft is discussed and any adjustments are made and sent onto the designer.
 - September 23: Newsletter is completed and sent for production
 - October 1st or when first bills go out: Send insert
- Update media/contact lists.

OCTOBER

- Newsletter #004 release.
- Monthly message from a board member.

DECEMBER

- Quarterly message from board president.
- Add photography/videography elements.
- Event for holiday season.
- Annual Toy Drive Collection from WVWD board, staff, contractors and customers.
- Update media/contact lists.

- Monthly message from a board member.
- Internal newsletter #001 release.
- Newsletter #005 release.

JANUARY

- New website presentation
- Introduce social media marketing.
- News release and presentation for 2021 agenda themes.
- Monthly message from a board member.
- Internal newsletter #002 release.
- Newsletter #006 release.

FEBRUARY

- Statement on WVWD birthday (February 28: 69 Years)
- Monthly message from a board member.
- Internal newsletter #003 release.
- Newsletter #007 release

MARCH

- Introduce community forums/workshops.
- Campaign for Groundwater Awareness Week (March 14-20)
- Campaign for World Water Day (March 22)
- Statement for National Employee Appreciation Day (March 5)
- Quarterly message from board president.
- Monthly message from a board member.
- Update media/contact lists.
- Internal newsletter #004 release.
- Newsletter #008 release
- (Projected) Introduce solar challenge.
- Introduce water treatment tours.

APRIL

- Monthly message from a board member.
- Statement for National Gardening Day (April 14)
- Event and campaign for Earth Day (April 22)
- Statement for National Arbor Day (April 24)
- Internal newsletter #005 release.
- Newsletter #009 release

MAY

- Announcement and release for FY2022 budget
- Monthly message from a board member.
- Campaign for National Public Service Week (May 2-8)
- Statement for National Water a Flower Day (May 30)
- Internal newsletter #006 release.
- Newsletter #010 release



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: REQUEST TO LIFT HIRING FREEZE FOR CRITICAL NEED POSITIONS

BACKGROUND:

Management asks the Board of Directors to lift the hiring freeze so staff can move forward with the recruitment and hiring of the following four “critical needs” positions:

1. Associate Engineer – Development

This position was approved in this year’s budget process to assist with the Roemer Project.

2. Supervising Water Systems Operator - Water Quality

This position was vacated over 6 months ago and is being filled by another employee in the acting capacity

3. Supervising Water Operator – Treatment

This position was vacated by the recent retirement of a Chief Water Systems Operator and is being filled by a lower level Supervising Water Systems Operator.

4. Water Systems Operator I II or III – Maintenance

This position was vacated recently with the release of a probationary employee.

STAFF ANALYSIS

All four of these positions are critical and essential for the efficient and effective operation of their respective departments.

FISCAL IMPACT:

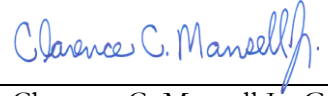
There is no additional fiscal impact.

These positions are already funded in the FY 20/21 budget.

STAFF RECOMMENDATION:

Staff recommends approval.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

CM:pa



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: APPROVE THE SEQUENTIAL NUMBERING OF THE CURRENT CLASSIFICATION & SALARY SCHEDULE

BACKGROUND:

In our overall review conducted by the HR Department in the last few months it was discovered that WVWD currently has in place a salary range schedule that does not make sense and is unfair for some employees. This is the case because:

1. The numbering of current Classification and Range Schedule is **NOT** sequential; it goes from range 22 to 54 then from 113 to 130; and
2. Because the Classification and Range Schedule is not sequential, annual merit increases recommended by supervisors in annual performance evaluations are different and unfair to some employees.

ISSUES ADDRESSED

The issue being address here addresses the unfairness related to some employees getting higher merit increases than others.

For example:

1. Employees in ranges 22 to 54 have been receiving annual 2.5% merit increases.

Depending on the recommendation of supervisors, at times, some of these employees would receive up to 5 %.
2. Employees in ranges 113 to 130 have been receiving annual 3.6 % merit increases.

Depending on the supervisor, at times, some of these employees would receive up to 7.2%.

STAFF ANALYSIS

This two track merit system has been in place since 2018.

Staff recommends these changes because of the inherent unfairness these different merit increase represent.

To address this, staff recommends that the Board of Directors approve the following:

1. a revised salary schedule with sequential range numbers; and
(See Exhibit 1)
2. authorize an equal across the board annual merit increase of 3.6 for all positions. (See Exhibit 2)

WHY 3.6 % IS RECOMMENDED

Staff believes that establishing a 3.6% merit increase across the board for all employees would be fair.

- This is the case, because average annual COLA's granted by comparable agencies are usually about 3% to 3.5%.
- Additionally, a 3.6% merit increase will help the District fend off a possible union request for COLA increases. If this is approved, our argument will be that we are already granting COLA increases through merit increases.
- If this is approved, a one-step 3.6% increase will be in place and will eliminate the past practice of granting more than one step increases.

WHY A 2.5% is NOT RECOMMENDED

A 2.5% increase is not recommended because it is not a meaningful increase.

- The average 2.5% increase is usually less than \$1; especially for the lower wage employees.
- To make it meaningful is why granting a 5% increase has been the practice. (See Exhibit 2)

FISCAL IMPACT:

According to Finance:

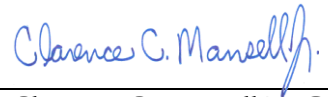
1. The fiscal impact of going to an across the board **2.5%** merit increase system would be: **\$81,447.60.**
2. The fiscal impact of going to an across the board **3.6%** merit increase system would be: **\$72,696.00.**

The 3.6% increase would cost less because the ranges were realigned so that each step increases by the same incremental amount, and this was applied from the top range down.

As a result, the impact on staff at the lower ranges is more pronounced when shifting increments of 2.5% vs 3.6%.

There are 28 employees who are currently closer to their range when a 3.6% (See Exhibit 3)

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

CM:pa

ATTACHMENT(S):

1. Staff Report - Classification Ranges (Final) (002)

EXHIBIT 1

JOB CLASSIFICATIONS AND RANGES

Exhibit "A"

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 09/03/2020

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
GIS STUDENT INTERN	22	\$ 38,064	\$ 53,602	N
STUDENT INTERN	22	\$ 38,064	\$ 53,602	N
CUSTOMER SERVICE REP I	24	\$ 39,978	\$ 56,285	N
ASSISTANT WATER SYSTEMS OPERATOR	26	\$ 42,016	\$ 59,093	N
CUSTOMER SERVICE REP II	28	\$ 44,096	\$ 62,046	N
PURCHASING / INVENTORY SPECIALIST I	28	\$ 44,096	\$ 62,046	N
WATER SYSTEMS OPERATOR I	30	\$ 46,301	\$ 65,125	N
ACCOUNTING SPECIALIST II	32	\$ 48,610	\$ 68,390	N
CUSTOMER SERVICE REP III	32	\$ 48,610	\$ 68,390	N
FIELD OPERATIONS SPECIALIST II	32	\$ 48,610	\$ 68,390	N
ACCOUNTING SPECIALIST III	34	\$ 51,022	\$ 71,822	N
CUSTOMER SERVICE LEAD	36	\$ 53,602	\$ 75,421	N
WATER SYSTEMS OPERATOR II	36	\$ 53,602	\$ 75,421	N
ENGINEERING TECHNICIAN II	38	\$ 56,285	\$ 79,165	N
ELECTRICAL & INSTRUMENT TECHNICIAN	40	\$ 59,093	\$ 83,117	N
PUBLIC AFFAIRS ANALYST	40	\$ 59,093	\$ 83,117	N
WATER SYSTEMS OPERATOR III	40	\$ 59,093	\$ 83,117	N
ACCOUNTING SPECIALIST LEAD	42	\$ 62,046	\$ 87,277	N
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 62,046	\$ 87,277	N
ENGINEERING TECH III	42	\$ 62,046	\$ 87,277	N
LEAD WATER SYSTEMS OPERATOR	44	\$ 65,125	\$ 91,624	N
PLANNER/SCHEDULER	44	\$ 65,125	\$ 91,624	N
ACCOUNTANT	46	\$ 68,390	\$ 96,242	N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 68,390	\$ 96,242	N
INFO TECH. SUPPORT SPECIALIST	46	\$ 68,390	\$ 96,242	N
PURCHASING ANALYST	46	\$ 68,390	\$ 96,242	N
DEVELOPMENT COORDINATOR I	46	\$ 68,390	\$ 96,242	N
DEVELOPMENT COORDINATOR II	52	\$ 79,165	\$ 111,405	Y
GIS MANAGER	54	\$ 83,117	\$ 116,979	Y
INFO TECHNOLOGY ADMINISTRATOR	54	\$ 83,117	\$ 116,979	N
HUMAN RESOURCES ANALYST	113	\$ 60,861	\$ 99,861	N
HUMAN RESOURCES SPECIALIST/CONFIDENTIAL	113	\$ 60,861	\$ 99,861	N
EXECUTIVE ASSISTANT/CONFIDENTIAL	114	\$ 63,918	\$ 104,853	N
ASSISTANT TO THE BOARD SECRETARY	114	\$ 63,918	\$ 104,853	N
CUSTOMER SVC SUPERVISOR	115	\$ 67,101	\$ 110,094	N
PURCHASING SUPERVISOR	115	\$ 67,101	\$ 110,094	Y
SUPERVISING WATER SYSTEM OPERATOR	115	\$ 67,101	\$ 110,094	Y
ACCOUNTING MANAGER	116	\$ 70,450	\$ 115,606	Y
CHIEF WATER SYSTEMS OPERATOR	117	\$ 73,986	\$ 121,389	Y
ASSOCIATE ENGINEER W/ P.E.	117	\$ 73,986	\$ 121,389	Y
BOARD SECRETARY	119	\$ 79,186	\$ 129,938	Y
ENGINEERING SERVICE MANAGER	124	\$ 101,067	\$ 165,818	Y
HUMAN RESOURCES & RISK MANAGER	124	\$ 101,067	\$ 165,818	Y
BUSINESS SYSTEMS MANAGER / IT	124	\$ 101,067	\$ 165,818	Y

Exhibit "A"

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 09/03/2020

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
DISTRICT ENGINEER	124	\$ 101,067	\$ 165,818	Y
OPERATIONS MANAGER	124	\$ 101,067	\$ 165,818	Y
SENIOR ENGINEER	124	\$ 101,067	\$ 165,818	Y
DIRECTOR OF GENERAL SERVICES	126	\$ 111,426	\$ 182,832	Y
PUBLIC AFFAIRS MANAGER	128	\$ 122,845	\$ 201,552	Y
CHIEF FINANCIAL & ADMINISTRATIVE OFFICER	130	\$ 135,450	\$ 222,227	Y
ASSISTANT GENERAL MANAGER	130	\$ 135,450	\$ 222,227	Y
GENERAL MANAGER	GM	\$ 222,227	\$ 244,450	Y
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM)			\$ 161.70	

EXHIBIT 2

STEP % INCREASE ANALYSIS

**Exhibit "2"
West Valley Water District
Step Increase Analysis**

Name	Title	Range/ Step	Current Hourly Salary	Current 1 Step Merit Increase 2.5%	Actual Increase	Current 2 Step Merit Increase 5.0%	Actual Increase	Current 3.6% Increase
JB	Assistant Water System Operator	26/02	\$ 20.70	\$ 21.20	\$ 0.50	\$ 21.72	\$ 1.02	\$ 0.75
AG	Water System Operator I	30/01	\$ 22.26	\$ 22.81	\$ 0.55	\$ 23.37	\$ 1.11	\$ 0.80
BA	Lead Water System Operator	44/04	\$ 33.71	\$ 34.53	\$ 0.82	\$ 35.39	\$ 1.68	\$ 1.21
BJ	Electrical & Instrument Specialist	46/11	\$ 41.96	\$ 43.01	\$ 1.05	\$ 44.05	\$ 2.09	\$ 1.51
TY	GIS Manager	54/05	\$ 44.05	\$ 45.16	\$ 1.11	\$ 46.27	\$ 2.22	\$ 1.59

Name	Title	Range/ Step	Current Hourly Salary	Current 1 Step Merit Increase 2.5%	Actual Increase	Current 2 Step Merit Increase 5.0%	Actual Increase	Current 3.6% Increase
MM	Executive Assistant Confidentialia	114/04	\$ 34.16	\$ 35.39	\$ 1.23	\$ 36.67	\$ 2.51	\$ 1.23
RO	Chief Water System Operator	117/10	\$ 48.90	\$ 50.66	\$ 1.76	\$ 52.48	\$ 3.58	\$ 1.76
JC	Operations Manager	124/11	\$ 69.21	\$ 71.70	\$ 2.49	\$ 74.28	\$ 5.07	\$ 2.49
JS	Director of General Services	126/11	\$ 76.30	\$ 79.05	\$ 2.75	\$ 81.89	\$ 5.59	\$ 2.75
NF	Public Affairs Manager	128/06	\$ 70.49	\$ 73.02	\$ 2.53	\$ 75.65	\$ 5.16	\$ 2.54

EXHIBIT 3

2.5% AND 3.6% FISCAL IMPACT ANALYSIS

Primary Title	Hourly Rate	Annual Salary	Grade	Step	3.6 Step	Variance	Hours	Amt Variance	2.5 Step	Variance	Hours	Amt Variance
CUSTOMER SERVICE REP I	21.72	45,177.60	24	6	21.76	0.04	1560	62.40	21.99	0.27	1560	421.20
ASSISTANT WATER SYSTEMS OP	21.72	45,177.60	26	4	21.76	0.04	1560	62.40	21.99	0.27	1560	421.20
WATER SYSTEMS OPERATOR I	29.83	62,046.40	30	13	29.90	0.07	1560	109.20	30.31	0.48	1560	748.80
WATER SYSTEMS OPERATOR I	27.74	57,699.20	30	10	27.86	0.12	1560	187.20	28.15	0.41	1560	639.60
ACCOUNTING SPECIALIST II	32.88	68,390.40	32	15	33.26	0.38	1560	592.80	33.47	0.59	1560	920.40
CUSTOMER SERVICE LEAD	27.74	57,699.20	36	4	27.86	0.12	1560	187.20	28.15	0.41	1560	639.60
WATER SYSTEMS OPERATOR II	25.77	53,601.60	36	1	25.96	0.19	1560	296.40	26.14	0.37	1560	577.20
WATER SYSTEMS OPERATOR II	25.77	53,601.60	36	1	25.96	0.19	1560	296.40	26.14	0.37	1560	577.20
WATER SYSTEMS OPERATOR II	26.42	54,953.60	36	2	26.89	0.47	1560	733.20	26.79	0.37	1560	577.20
WATER SYSTEMS OPERATOR II	29.83	62,046.40	36	7	29.90	0.07	1560	109.20	30.31	0.48	1560	748.80
ENGINEERING TECHNICIAN II	38.06	79,164.80	38	15	38.32	0.26	1560	405.60	38.82	0.76	1560	1,185.60
WATER SYSTEMS OPERATOR III	35.39	73,611.20	40	10	35.70	0.31	1560	483.60	36.05	0.66	1560	1,029.60
WATER SYSTEMS OPERATOR III	29.83	62,046.40	40	3	29.90	0.07	1560	109.20	30.31	0.48	1560	748.80
ACCOUNTING SPECIALIST LEAD	39.01	81,140.80	42	12	39.70	0.69	1560	1,076.40	39.79	0.78	1560	1,216.80
ENGINEERING TECHNICIAN III	41.96	87,276.80	42	15	42.61	0.65	1560	1,014.00	42.85	0.89	1560	1,388.40
LEAD WATER SYSTEMS OPERATOR	44.05	91,624.00	44	15	44.14	0.09	1560	140.40	45.05	1.00	1560	1,560.00
PLANNER/SCHEDULER	35.39	73,611.20	44	6	35.70	0.31	1560	483.60	36.05	0.66	1560	1,029.60
LEAD WATER SYSTEMS OPERATOR	44.05	91,624.00	44	15	44.14	0.09	1560	140.40	45.05	1.00	1560	1,560.00
PLANNER/SCHEDULER	40.96	85,196.80	44	12	41.13	0.17	1560	265.20	41.80	0.84	1560	1,310.40
LEAD WATER SYSTEMS OPERATOR	39.01	81,140.80	44	10	39.70	0.69	1560	1,076.40	39.79	0.78	1560	1,216.80
LEAD WATER SYSTEMS OPERATOR	38.06	79,164.80	44	9	38.32	0.26	1560	405.60	38.82	0.76	1560	1,185.60
LEAD WATER SYSTEMS OPERATOR	39.01	81,140.80	44	10	39.70	0.69	1560	1,076.40	39.79	0.78	1560	1,216.80
ELECTRICAL & INSTRUMENT SPE.	45.16	93,932.80	46	14	45.73	0.57	1560	889.20	46.15	0.99	1560	1,544.40
ACCOUNTANT	40.96	85,196.80	46	10	41.13	0.17	1560	265.20	41.80	0.84	1560	1,310.40
ELECTRICAL & INSTRUMENT SPE.	41.96	87,276.80	46	11	42.61	0.65	1560	1,014.00	42.85	0.89	1560	1,388.40
ACCOUNTANT	32.88	68,390.40	46	1	33.26	0.38	1560	592.80	33.47	0.59	1560	920.40
DEVELOPMENT COORDINATOR II	41.96	87,276.80	52	5	42.61	0.65	1560	1,014.00	42.85	0.89	1560	1,388.40
GIS MANAGER	44.05	91,624.00	54	5	44.14	0.09	1560	140.40	45.05	1.00	1560	1,560.00



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: REQUEST TO APPROVE CHANGE IN ORGANIZATIONAL
 STRUCTURE OF THE OPERATIONS DEPARTMENT

BACKGROUND:

The General Manager, the Chief Financial Officer, the Operations Manager and the Department of Human Resources recommend the restructuring of the current Operations Department and the reclassification of a current position of Chief Water Systems Operator to Operations Manager for Treatment.

The recent retirement of a Chief Water Systems Operator has created an opportunity for management to recommend the reorganization of the current structure of the Operations Department.

The retirement provided management with the opportunity to recognize that:

1. too many operation functions are now being managed by the current Operations Manager; and
2. the treatment part of District's operations could be improved and made more efficient and effective if it was managed separately by another manager.

STAFF ANALYSIS

Management believes that too many of the District's current operations functions are being managed by one Operations Manager. Management believes this is too much work for one individual.

By approving this recommended restructuring the District will secure a more effective and efficient outcome for the District and its service residents because the assigned manager will be focused exclusively on treatment.

FISCAL IMPACT:

A savings will be realized

According to Finance, the fiscal impact of this restructuring and reclassification will be minimal because the position of Chief Water Systems Operator is already funded and said funding will absorb the cost of the new classification to Operations Manager for Treatment.

Additionally, a savings in personnel budgetary costs will be realized because the position vacated due to the recent retirement of Chief Water Systems Operator will be filled with a lower level Supervising Water Systems Operator for Treatment.

STAFF RECOMMENDATION:

Staff recommends approval of the recommended restructuring and reclassification.

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

CM:pa



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: APPROVAL OF PSA TO HIRE TEMPORARY SUPERVISING WATER SYSTEMS OPERATOR

**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 14, 2020
TO: Board of Directors
FROM: Clarence C. Mansell, Jr., General Manger
SUBJECT: REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENT TO RETAIN SERVICES FOR A 90-DAYS TERM LIMIT TO PERFORM DUTIES AND RESPONSIBILITIES OF SUPERVISING WATER SYSTEMS OPERATOR-WATER QUALITY.

The General Manager, the Chief Financial Officer, the Operations Manager and the Department of Human Resources recommend the request to approve:

1. the hiring of a temporary Water Quality Supervisor;
2. the related Professional Services Agreement; and
3. the emergency authority for the General Manager to spend more than the limit of \$25,000.00 on this contract.

BACKGROUND

The current Acting Water Quality Supervisor is going out on a medical leave for 6 to 7 weeks, commencing on Wednesday, September 16, 2020.

The Executive Team has found an experienced person with the necessary credentials to serve on a temporary and emergency basis as the Supervising Water Systems Operator- Water Quality. The Executive Team requests authority from the Board of Directors to execute the PSA.

The person willing to take this temporary position is a retired water professional with the necessary experience and credentials. See her attached resume.

STAFF ANALYSIS

This is an emergency request because the work of the position is legally mandated and therefore urgent and non-deferrable. This position is critical and essential and cannot go unfilled.

An internal and external search for a suitable candidate was been conducted. The search resulted in the recommendation that the candidate Norma Rozenstraten be issued a PSA with a limited term of 90 days to perform the job.

Even though the contract is for 90 days, more than likely the term will be for about 6 to 7 weeks, and it will be filled by an independent contractor.

FISCAL IMPACT

The fiscal impact for this 6 to 7 weeks temporary independent contractor position will be **\$26,000**. Funding is available in the budget through salary savings.

STAFF RECOMMENDATION

Staff recommends approval.

Attachments:

1. PSA
2. Resume

Respectfully Submitted,

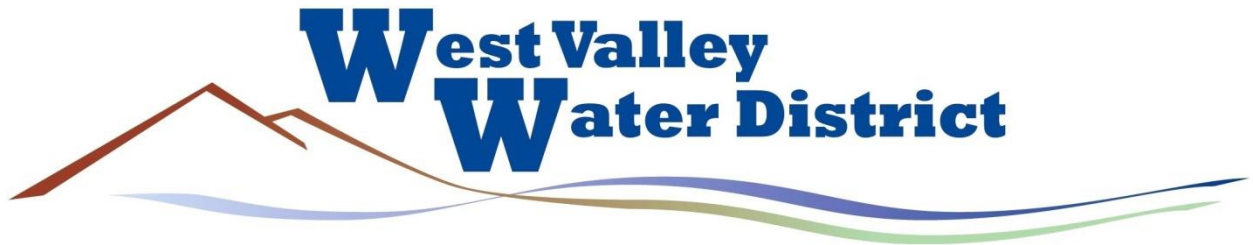


Clarence C. Mansell Jr, General Manager

MM

ATTACHMENT(S):

1. PSA Norma Rozenstraten



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Norma Rozenstraten

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 11th day of September, 2020 (“Effective Date”) is by and between West Valley Water District (“District”) and Norma Rozenstraten (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) The term of this Agreement will be for a period of three (3) months commencing on the Effective Date and terminating ninety (90) days after the Effective Date.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

2.3 Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services

Rev

under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").

- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written

notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

- 3.3** District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
- (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;
 - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2** If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks

performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.

- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5** No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2** The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

- 7.1** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.

- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly

conferred in writing by District.

- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written

authorization from an Authorized Representative, except as may be required by law.

- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered “voluntary” provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant’s conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant’s services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives (“District Indemnitees”) harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys’ fees and disbursements (collectively, “Claims”) which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant’s services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be

caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies

shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other

breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

- 17.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr.
General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Vendor Name: Norma Rozenstraten
Address: 18421 Mariposa Ave. Riverside, CA 92508
Phone Number 951-990-9592
Email normar1011@yahoo.com

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

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or

*Mail: West Valley Water District
Accounts Payable
P.O. Box 190
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of

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this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Channing Hawkins, Board President

By _____
Clarence C. Mansell, Jr., General Manager

By _____
Peggy Asche, Acting Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

By _____

Name _____

Its _____

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EXHIBIT A
TASK ORDER

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TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 11th day of September , 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and Norma Rozenstraten (“Consultant”).

RECITALS

- A. On or about September 11 , 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit “1” attached hereto and by this reference incorporated herein.
2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit “2” attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit “2,” unless additional compensation is approved in writing by the District.
3. Consultant shall perform the services described in Exhibit “1” in accordance with the schedule set forth in Exhibit “3” attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.
4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell Jr., General Manager

Peggy Asche, Acting Board Secretary

Robert Tafoya, Tafoya Law Group

CONSULTANT:

Norma Rozenstraten_____

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT "1"

TO

TASK ORDER NO. 1

SCOPE OF SERVICES

**See attached Supervising Water Systems Operator-
Water Quality Job Description**

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WATER QUALITY SUPERVISOR

General Purpose

Under direct supervision from the Operations Manager, to supervise, assign, review, and participate in the work of staff responsible for compliance with public drinking water regulations; to ensure work quality and adherence to established policies and procedures; to oversee the backflow/cross connection program; and to perform the more technical and complex tasks relative to assigned area of responsibility.

Essential Duties and Responsibilities

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Specifications are not intended to reflect all duties performed within the job class, and incumbents may expect to perform other related similar duties.

- Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for compliance with public drinking water regulations.
- Monitor the development of new water quality regulations and water treatment techniques; advise the department of potential impacts, and prepare for applicable changes.
- Establish schedules and methods for providing water quality services; identify resource needs; review needs with appropriate management staff; and allocate resources accordingly.
- Participate in the preparation and administration of the water quality laboratory budget; submit budget recommendations; and monitor expenditures.
- Establish and implement a water quality monitoring plan that includes procedures and controls to ensure effective water sample collection and testing; meet drinking water compliance requirements in accordance with local, state and federal regulations.
- Perform statistical review and analysis of field data and laboratory results; oversee and ensure proper record keeping; monitor and arrange for the purchase of supplies; and maintain equipment.

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- Investigate and respond to customer complaints and health and safety issues.
- Respond to emergency situations to maintain and monitor water quality.
- Prepare annual Consumers Confidence Report (CCR), monthly water quality report, and other related reports to regulatory agencies.
- Oversee the Backflow/Cross Connection Control Program and testing of backflow prevention assemblies on an ongoing scheduled basis.
- Supervise the commercial, fire service, hydrant meter account management programs.
- Maintain records of treatment plant and distribution water quality, laboratory analyses, regulatory compliance reports and customer complaints.
- Operate a District vehicle.
- Develop and maintain good working relationship with regulatory agencies.
- Participate in District safety meetings.
- Perform related duties as required.

Qualifications

Knowledge of:

- California Code of Regulations, Title 22
- District Personnel Policies & Practices Manual
- Principles and procedures of record keeping and filing
- Principles and practices of Supervision, training and performance evaluation
- Microbiological quality control
- Backflow prevention and cross connection controls
- Office procedures including computers and applicable software applications such as Microsoft Office, WaterTrax and Tokay.

Ability to:

- Maintain the District's water quality monitoring and sampling schedule.

- Make independent decisions when dealing with water quality problems.
- Organize, schedule, implement, direct and monitor operations and activities related to water quality and sampling.
- Read, interpret, and apply Federal and State water quality regulations to ensure compliance.
- Supervise, train and evaluate assigned staff.
- Operate a District vehicle observing legal and defensive driving practices.

Minimum Qualifications

Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination includes:

Education:

Graduation from an accredited College with a Bachelors of Science degree in Sanitary Engineering, Chemistry, Microbiology, Engineering or the equivalent and a minimum of one (1) year experience with regulatory compliance responsibilities, Water Treatment, sample collection and/or laboratory analyses.

Experience:

Four (4) years of progressively responsible experience in water quality regulatory compliance, laboratory analysis, management and/or administrative capacity of a Water Quality Department. Related education may be substituted for experience on a year to year basis.

Necessary Special Requirements

Must possess an appropriate valid, Class "C" Driver's license issue by the California Department of Motor Vehicles, and a good driving record.

The ability to obtain a State of California, Water Treatment Operator Grade 2 Certificate within one (1) year.

The ability to obtain an American Work Works Association, Cross Connection Specialist Certificate within eighteen (18) months.

Physical Tasks and Environmental Conditions

The physical demands described below are representative of those that must met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions on a case-by-case basis.

While performing the duties of this classification, an incumbent regularly required standing; using hands and fingers to handle, or feel; and talk and hear. The employee is frequently required to walk and to reach with hands and arms. The employee is occasionally required to sit, climb or balance and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to twenty-five (25) pounds, frequently lift and/or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Article 3.306

Advancement in salary is not automatic. It should be considered a reward for meritorious service. The General Manager may authorize the advancement of an employee who has performed twelve (12) months continuous satisfactory service.

An employee who furthers his/her knowledge in the field or employment may become eligible for consideration of a salary review by the General Manager. The General Manager may authorize reimbursement to the employee for cost of tuition, registration fees, required text books, certification costs and other related charges upon proof of receiving a passing grade, and/or certificate, whichever may be appropriate or both.

THIS POSITION MAY BE ELIMINATED, OR THE DUTIES, QUALIFICATIONS AND TRAINING REQUIRED CHANGED BY THE BOARD OF DIRECTORS AND/OR THE GENERAL MANAGER WHEN IN THEIR JUDGEMENT, IT IS CONSIDERED NECESSARY AND PROPER FOR THE EFFICIENT OPERATION OF THE DISTRICT.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION
Supervising Water Systems Operator
Range 115
Step 15
Rate Per Hour \$52.93

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

To be Determined by District Staff Based on Need

EXHIBIT B**KEY PERSONNEL**

Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

Norma Rozenstraten

EXHIBIT C
INSURANCE

INSURANCE

A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
N/A	N/A

B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant’s indemnity obligations under this Agreement. Consultant acknowledges that the insurance

coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

Norma C. Rozenstraten

18421 Mariposa Ave
Riverside, Ca 92508

(951) 990-9592
normar1011@yahoo.com

EXPERIENCE:

Orange County Sanitation District

1991 – 2003

Positions: Laboratory Analyst, Principal Laboratory Analyst

Duties: Analysis of wastewater, industrial, and seawater samples.

City of Riverside Water Quality Control Plant

August 2003 – May 2008

Position: Laboratory Analyst

Duties: Analyzed industrial waste samples and wastewater, solid, and air samples taken from the different wastewater processes.

May 2008 – December 2012

Position: Administrative Analyst (Compliance Analyst)

Duties: Prepared monthly reports for submittal to the Santa Ana Regional Water Control Board and EPA.

Eastern Municipal Water District

December 2012 – October 2018

Position: Air Quality Compliance Analyst II

Duties: Monitored compliance of the different processes in water reclamation plants, various engines and control equipment in compliance with all local, state, and federal rules and regulations. Compiled and prepared reports for submittal to the South Coast Air Quality Management District and EPA.

EDUCATION:

B.S. Chemistry

Adamson University

Manila, Philippines



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell Jr., General Manager
SUBJECT: SELECTION OF CONSULTANT TO EXECUTE THE WIFIA AND SRF FUNDING APPLICATIONS FOR ROEMER PLAN EXPANSION

**BOARD OF DIRECTORS
STAFF REPORT**

DATE: September 17, 2020
TO: Board of Directors
FROM: Clarence C. Mansell, Jr., General Manger
SUBJECT: REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS TO MANAGE THE WIFIA AND SRF LOAN APPLICATION PROCESSES FOR FUNDING THE ROEMER PLANT EXPANSION

DISCUSSION

The District has initiated a capital improvement project to expand the treatment capacity of the Oliver P. Roemer Water Filtration Treatment Plant. A contract has been awarded to GHD Engineers to complete a 30% engineering design plan. A second contract will be awarded to a design-build team (engineer and contractor) to take the design to 100% and complete construction. GHD's cost estimate to complete the design and construction is \$54 million dollars. The District needs to seek federal and state funding to finance the project. The District does not have personnel on staff qualified to complete the technical applications and associated engineering reports required by the federal and state governments. The Finance Committee authorized staff to seek professional assistance from consultants with successful WIFIA experience through the Request for Qualifications (RFQ) process. Time is of the essence because a Letter of Interest is due to the USEPA by October 15, 2020.

The critical factors in the RFQ for scoring the Statement of Qualifications (SOQ) & Statement of Work (SOW) were:

1) SOQ -Successful completion of the entire WIFIA loan process from application to contract award(s)

- A) Client & Contact Info
- B) Project Award Info From WIFIA
- C) WIFIA Project Staff Worked With & Contact Info
- D) Resumes Of Staff That Will Be Assigned To WVWD Application
- E) Other Info You Desire To Share

2) SOW & Price Quote

- A) From Your Successful Experience Above, List Application Activities
- B) Quote Cost To Perform
- C) Other Info You Desire To Share

Seven engineering firms were considered, but only three responded to the RFQ:

- 1) Poseidon Water (Qualified, offered to provide free peer review of selected firms work)
- 2) GHD (Not qualified, no WIFIA contract award, projects in progress)
- 3) Carollo (Qualified, a WIFIA contract awarded for \$17M)

The Finance Committee recommends Carollo Engineers for the contract award.

FISCAL IMPACT

No adverse impact. The proposed budget amount of \$195,000 is available in the Roemer Plant Expansion Project CIP budget.

STAFF RECOMMENDATION

Staff recommends approval of a PSA with Carollo Engineers to manage the WIFIA and SRF loan application and award processes.

Attachments:

- 1. PSA

Respectfully Submitted,



Clarence C. Mansell Jr, General Manager

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ATTACHMENT(S):

1. WVWD WIFIA-SRF - Roemer Expansion Proposal - Revised
2. PSA Carrollo 9-17-2020



3150 Bristol Street, Suite 500, Costa Mesa, California 92626
P. 714.593.5100 F. 714.593.5101

September 14, 2020

Mr. Clarence Mansell, General Manager
West Valley Water District
Jamie Jones
David Turch & Associates
855 West Baseline Road
Rialto, CA 92376

Subject: Proposal to Prepare Letter of Interest and Application Package for the Water Infrastructure Finance and Innovation Act (WIFIA)

Messrs. Mansell and Jones:

We are pleased to present the West Valley Water District (District) this proposal to support the District on its applications for funding through the Water Infrastructure Finance and Innovation Act (WIFIA) and the State of California, Clean Water State Revolving Fund (SRF) Programs for the Roemer Water Filtration Facility Expansion Project (Project). We understand that the objective of the Project is to expand the capacity of the plant from 14.4 million gallons per day (mgd) to 30.4 mgd. This expansion will help the District secure the needed water supply for the region, ensuring continued and sustainable growth.

The Environmental Protection Agency (EPA) released the 2020 Notice of Funding Availability (NOFA) in July 2020 inviting prospective borrowers to submit a LOI to provide the EPA with the necessary information to: 1) validate the eligibility of the prospective borrower and project(s); 2) perform preliminary creditworthiness assessment; 3) perform a preliminary engineering feasibility assessment; and 4) evaluate the project against the identified selection criteria and identify which projects EPA will invite to submit the Application for WIFIA credit assistance. The LOI is due to the EPA by October 15, 2020.

Upon notice of selection, anticipated January or February of 2021, the District will have up to 12 months within which to submit a complete Application. The final timing of the Application submittal will be dependent upon the technical, financial and environmental documentation readiness. Carollo will work with the District, its engineer and environmental consultant, as well as finance staff to submit the Application package as soon as feasible. The EPA review and approval of a complete Application averages 7 to 12 months – critical to the closure of the loan is completion of the environmental documentation.

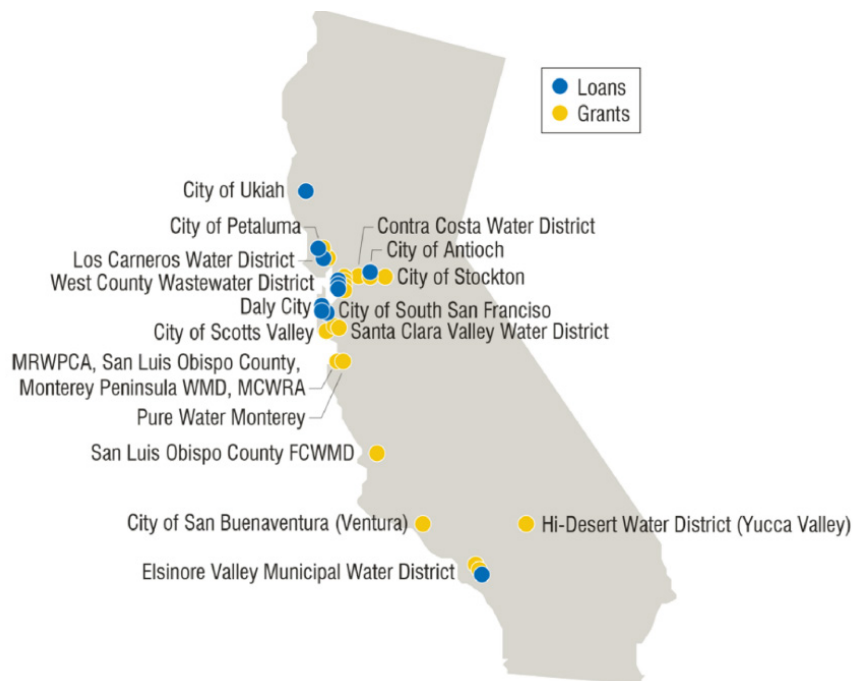
GRANT AND LOAN FUNDING EXPERIENCE

Carollo Engineers has successful grant writing and funding experience throughout California. We have been working with the District since 2019 on Economic Development Assistance (EDA) Grant Funding for the Lytle Creek Groundwater Replenishment Project, making us intimately familiar with the District's operations. In addition to our local knowledge and grant writing experience, we have extensive treatment and management experience that will be useful in developing a project description that makes sense from both a technical and implementation perspective, enabling the rapid development of the required WIFIA materials. We have helped our clients obtain over \$500 million in grant funds and low interest loans in the last 10 years for agencies throughout California (as shown in the figure on the next page). Our funding

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successes in CA and throughout the U.S. include awards from programs such as United States Bureau of Reclamation's (USBR's) Title XVI/WIIN, research and Basin Study grants; Department of Water Resources (DWR's) Integrate Resources Water Management (IRWM) and Proposition 1 grants; as well as low interest loans through the State Water Resources Control Board (SWRCB) State Revolving Loan (SRF) and EPA's WIFIA programs.



We have helped our clients obtain over \$500 million in interest loans in the last grant funds and low 10 years for agencies throughout California

Water Infrastructure Finance Innovation Act (WIFIA) Funding Experience

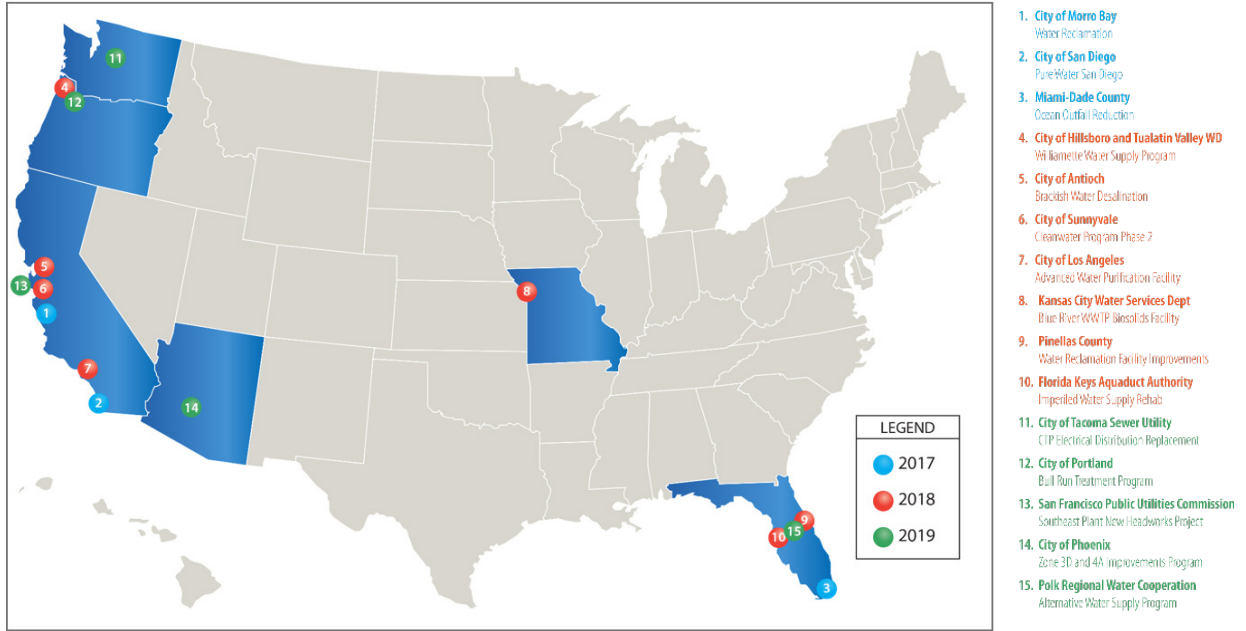
Carollo has successfully supported clients nationwide in pursuing WIFIA funding, from the development of the LOI and Application submittals, providing technical support, and serving as Owners Advisor/Program Manager for WIFIA funded projects since 2017 (when EPA began awarding funding), shown in the figure on the next page.

Table 1 summarizes a few of our recent WIFIA efforts including the Carollo staff involved and the Client's contact for your reference. Our team has worked with a number of EPA WIFIA Program staff, including Jordan Dorfman, Danusha Chandy, Kevin McDonald, Brian Jeffries and Karen Fligger.

With the WIFIA program providing 49 percent of the project financing, agencies have provided the 51 percent match using bonds, cash reserves or other federal and state loan and grant programs. It may be beneficial for the District to identify and pursue other funding sources including the State of California SRF program, HUD Community Block Grants, and other federal and state loan programs. Carollo could also support the District in identifying, evaluating and pursuing these funding sources, as an optional task.

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Carollo has Supported Clients Nationwide in Pursuing Water Infrastructure Finance Innovation Act Funding

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Table 1 References for Representative WIFIA Applications

Projects Invited to Apply	Status	Carollo Staff	Client Point of Contact
CITY OF ANTIOCH (CA) Brackish Water Desalination Project Funding: \$32 M	Invited to Apply; Initiated development of Application Package. City determined to disengage from WIFIA 6 months into process as Carollo helped the City secure DWSRF Loan and a \$10 Million DWR Grant.	Seema Chavan – funding specialist	Scott Buenting Project Manager Capital Improvements Division (925) 779-6129
CITY OF KANSAS DISTRICT (MO) Blue River Biosolids Project Funding: \$51 M	Invited to Apply; Initiated development of Application package. City determined to disengage from WIFIA 11 months into process as full SRF financing was secured for the project.	Seema Chavan – funding specialist	Scott Parker Utility Asset Manager 816-513-0260
CITY OF TACOMA (WA) CTP Electrical Distribution Replacement Funding: \$17 M	Invited to Apply. District and consultant team in process of completing the WIFIA Application reviews. Loan execution anticipated in late 2020/early 2021.	Susanna Leung, Project Manager Seema Chavan – Advisor/Reviewer	Max Drathman City of Tacoma Project Manager mdrathman@Districtoftacoma.org 253-502-2276
CITY OF MORRO BAY (CA) Water Reclamation Funding: \$61.7	Developed WIFIA Application and worked with EPA on review process. Agreement executed March 2020.	Eric Casares – Project Manager	Scott Collins. City Manager (805) 772- 6206 scollins@morrobayca.gov

PROJECT TEAM

The commitment, availability, and expertise of your consultant team will determine the successful pursuit of this funding effort especially in light of the need to develop a competitive Letter of Interest (LOI) package by October 15, 2020. Our core team brings extensive grant funding expertise throughout the State of California, as well as in-depth local knowledge and technical expertise. Jess Brown (our Principal in Charge) has worked with the District successfully on projects in the past and will be able to bring a wealth of institutional knowledge to the project. Seema Chavan (our Funding Specialist) has successfully worked with

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various cities and agencies throughout California and the Country and has successfully obtained over \$120 million in grants and \$375 million in low interest loans within the past five years alone. Juan Diaz-Carreras (our Project Manager) is intimately familiar with the project and is currently under contract with the District supporting the EDA grant application for the Lytle Creek Replenishment Project. His efforts have improved the District's likelihood of securing EDA funding with the project recently receiving a Letter of Further Consideration. Lydia Holmes (our Senior Reviewer) will bring her years of funding experience to ensure the WIFIA materials are fine tuned to reflect the WIFIA Program Priorities and Selection Criteria. This core team will be supported by staff engineers and graphics technicians as needed during the WIFIA Application process. Resumes for staff are included as Attachment A.

SCOPE OF SERVICES

This Scope of Services is to complete the full WIFIA Application process including the WIFIA Letter of Interest (LOI), and (upon invitation to apply) the WIFIA Application (Application) and the execution of the WIFIA Loan Agreement as well as to support the District through the State Revolving Fund (SRF) application process. Per communications from EPA staff, for the LOI, the EPA is not intending for applicants to generate new documentation but to clearly, concisely summarize and present existing materials in a manner such that the EPA is able to assess the applicant and project's worthiness for funding. This Scope of Work is developed to match key milestones for the respective funding programs.

Task 1 – Kickoff Meeting and Project Information Collection

Carollo will coordinate a WIFIA Package kickoff meeting/conference call with key District staff to: 1) Confirm project understanding, 2) Discuss how the project addresses program priorities, and 3) Identify key milestone dates.

Carollo will work closely with the District's staff, General Manager, and finance department to obtain necessary project information required for the WIFIA LOI. Where available, Carollo will leverage information already gathered as part of the EDA Grant Application. Carollo will develop a list of required information that will need to be provided by the District in order to complete the LOI, and will work with District staff to secure the requested information including technical reports, financials, project schedule/budget, and other information needed to address project criterion. It is assumed that available technical information for the project (including project description, design alternatives, site layouts, costs, relationships to other facilities, innovative approaches, and projects, etc.) will be provided by the District and/or its Program Manager or Engineer.

Carollo in its review of available project documentation to obtain a general understanding of the project to be funded and anticipated project timing – will confirm the proposed project's documentation will be available when needed for the Application.

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Assumptions

- Carollo will provide District with a list of required documents (general, technical, environmental and financial) needed to complete the LOI. This information will serve as the basis for the LOI and will be provided by the District and/or its consultants to Carollo as soon as feasible.
 - Where documentation will need to be submitted to the EPA in support of the LOI - electronic copies will be provided by the District.
- District to request EPA SharePoint site access for the District and Carollo to upload the WIFIA LOI.

Task 2 – Prepare WIFIA Letter of Interest

The LOI consists of an LOI form/template, which is split into six (6) sections, along with supporting detailed responses for each of the sections. Utilizing the information provided in Task 1, Carollo will develop the WIFIA LOI Package, using the EPA WIFIA LOI template, released with the 2020 funding announcement, including the following sections:

- Section (A) – Key Loan Information - Carollo will summarize information on the Prospective borrower including Agency Contact, DUNS/EIN, Organizational Structure, community/service area served, type of entity, etc. In addition, Carollo will develop required project information including: Project Description (300-word limit), Project Purpose (300-word limit), Total Eligible Project Cost; Requested WIFIA loan amount, anticipated application submission date, anticipated WIFIA loan closing date, etc.
- Section (B) – Engineering and Credit - Carollo will summarize available technical documentation on the proposed project or to allow WIFIA staff to assess the technical soundness of the proposed project. Available project documentation (including, but not limited to Preliminary Engineering Reports, Feasibility Studies, Preliminary Design, Alternatives Analyses, Master Plan, Environmental documentation/Permits (if available) etc.) will be organized for submittal and/or referenced in the LOI. In addition, Carollo will work with the District to summarize the credit rating of the District. Documentation requested of the District may include recent rating letters, Pro-Forma (per WIFIA requirements) and three years of year-end audited financial statements to support EPA's assessment of the creditworthiness of the District. Carollo assumes the District finance department will provide all information (including an updated pro-forma form per the WIFIA required format) and narrative required to develop financial questions in this section.
- Section (C) - Selection Criteria – Carollo, working with the District, will develop responses to describe how the project will achieve each of the thirteen (13) program selection criteria, with specific emphasis on the identified program priorities for 2020 (as appropriate). As needed, Carollo will discuss any issues affecting the development and financing of the project.
- Section (D) - Contact Information - Carollo will identify the two points of contact with whom the WIFIA program should communicate regarding the letter of Interest.

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- Section (E) - Certifications - Carollo will support the District, as needed, in the review of and in obtaining the required Signatory Authority to sign the certification that the District will abide by all applicable laws and regulations including NEPA, AIS, Prevailing Wages, Lobbying, Debarment, Default/Delinquency, and Other Federal Requirements. An authorizing resolution is not required, per the EPA, at this time. However, it will be required during the Application phase.
- Section (F) - Notification of State Infrastructure Financing Authority - Carollo will support the District in obtaining the appropriate signature authority.

Based on the short timeframe for submittal, Carollo will develop draft LOI sections for District staff review and comment. Applicable District, and financial, legal and plant staff review comments will be incorporated in the final LOI. Carollo will provide a compiled final LOI for District review prior to submittal. Carollo will support District Staff with the submittal of the final LOI. Carollo will provide support to the District for coordination/communications with the EPA including participation on calls with the EPA. Activities will include calls with EPA, response to questions and comments, and overall WIFIA LOI status tracking.

Assumptions

- This proposal assumes required supporting documentation exists and will be provided by the District.
- District to provide a summary of discussions to date with EPA regarding the District's proposed LOI package.
- The District's Finance Department will provide sufficient information to complete Section B (Engineering and Credit) including, but not limited to, audited financial statements, Financial Pro Forma, and requested credit documents.
- Carollo will support the District in developing the Certification Language required as part of Section E. The District will coordinate legal review of the certifications and the required process to obtain the required signatures for the certification. District to coordinate signatory resolution.
- District staff will coordinate the review of the Draft LOI by various District Departments (Engineering, Finance, Risk Management, etc.) and provide consolidated comments.
- Scope does not include the development of additional technical, environmental, or financial documentation that may be required and/or requested as a follow-up by the EPA.
- Scope does not include the development of Project Cost estimates.
- District staff to be primary contact with EPA. As requested, Carollo will coordinate calls with District and EPA.
- The WIFIA LOI and attachments will be electronically submitted (per WIFIA requirements) by the District.

Project Deliverables

- WIFIA Letter of Interest Package (Draft and Final)
- Communication with EPA staff and teleconference notes (as appropriate)

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Task 3 - WIFIA Application Package Assistance

The EPA anticipates notifying applicants of an Invitation to Apply by January/February 2021. Carollo will develop the WIFIA Application Package, using the EPA's WIFIA Application template, also recently released with the 2020 funding announcement. Carollo will participate in a project kickoff conference call with the WIFIA Project Manager and District staff to clearly define what the EPA requires in its review of the project for technical and financial credit worthiness.

The WIFIA Application Package consists of an Application Form, Authorizing Resolution, and five (5) sections, along with supporting detailed responses and exhibits for each of these sections. Carollo will develop a list of required information, documentation, and financials that need to be provided by the District or its consultants in order to complete the application package, and will work with District staff to procure the requested information including financials, resolutions and other information. Carollo will work with the District in the development of the WIFIA Application package, which includes: Key Applicant and Loan Information; Applicant Background; Financing Plan; Federal Requirements and Contract Information. Carollo will help District staff develop the Authorizing Resolution; the District will be responsible for taking the resolution to the Board for approval.

Two items that are critical to the timely completion of the Application process are the: Financials and Environmental Review. Carollo will work with the District finance department on the submittal of the required financials (including rating letters, audited financial statements, cash flow pro-forma, flow of funds and loan commitments, bond counsel letter, etc.). Carollo will submit the project's environmental documentation (NEPA plus federal cross cutters) as prepared by the District's environmental consultant and work with the EPA and the District to complete the environmental review process. If the District has not completed the environmental review, Carollo will work with the District and EPA to determine if the project can be covered by the EPA's Programmatic Environmental Assessment and facilitate this review process.

Carollo will develop a draft Application Package for District staff for review and comment. Applicable District review comments will be consolidated and provided to consultant for incorporation in the Final Application Package. The Final Application package (hard copy and electronic) will be provided to the District for submittal. This proposal assumes all materials will be available when needed and will be provided by the District in a timely manner.

The EPA Coordination Task is assumed to be in contingency pending notification of an Invitation to Apply. Upon receipt of the Invitation to Apply the budget will be moved from contingency to active use in support of the application.

Assumptions

- District to provide Authorizing Resolution and coordinate required signatures.
- The District's Finance Department will provide required financial information to complete Section C including information on its Capital Improvement Planning Process, Liabilities, Preliminary Rating Letter, Audited Financial Statements, Cash flow proforma, etc.

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- District staff will coordinate the District's review of the Application and provide consolidated comments.
- Scope does not include the development of additional technical, environmental, or financial documentation that may be required and/or requested as a follow-up by the EPA.
- Carollo will coordinate with the District and EPA.
- District will pay for the Application Fee and all fees associated with the WIFIA Application.

Project Deliverables

- WIFIA Application Package (Draft and Final)
- Communication with EPA staff and teleconference notes (as appropriate)

Task 4: WIFIA Agreement Development Support

Carollo will assist District and its legal counsel with the review of the draft WIFIA loan agreement and final execution of the WIFIA loan agreement. Carollo will prepare District staff with the details and requirements of the final agreement and will support District's legal and financial departments throughout the negotiation and closing process. This task is assumed to be in contingency pending notification of an Invitation to Apply. Upon receipt of the Invitation to Apply the budget will be moved from contingency to active use in support of the application.

Task 5: WIFIA Compliance Requirements (To be Scoped Separately)

As requested, Carollo will assist the District in confirming compliance, including review of front-end documents (developed by others) for compliance with WIFIA requirements.

Task 6: State Revolving Fund Loan Application and Agreement Execution

Task 6.1 SRF Application

Research and Data Collection

Carollo will work with the District, its Finance Department and its engineer, environmental consultant, and Program Manager to identify and obtain necessary project information required for the SRF application package. We anticipate leveraging much of the WIFIA information to develop the SRF application. Technical information includes, but is not limited to: Project Report, RFQ, RFP, design documents, CIP, Project Schedule, Project Budget, etc. Financial information includes but is not limited to: CAFRs, cash flow information, tax data, water rate study/218 process documentation (if applicable) and certifications/resolutions. Environmental information includes environmental documentation, summary of permits/agreements, air quality analyses, Alternatives Analysis, etc.

Carollo will prepare the following packages which comprise of the SRF Application Package:

General Application Package

Carollo will prepare the draft and final general application package leveraging information from previously submitted packages and as provided by the design consultant or program manager. Tasks include coordinating with the District to obtain required information, development of signatory resolution,

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verification with the SWRCB that there are no new requirements, incorporation of District review comments and preparation of the final General Package for submittal. Upon submittal of the General Package, Carollo will coordinate with SWRCB staff on the application review as well as facilitate on-going SWRCB communications regarding project status, deliverables submittal status, etc. District will provide the Authorizing Resolution.

Financial Application Package

Carollo will support District staff in the preparation of the draft and final financial application package and attachments. It is assumed the District will provide the required financial information to complete the package, complete the tax questionnaire, prepare the required attachments for the financial application, and obtain the required signed resolutions. District will provide the required resolutions and signatures.

Environmental Application Package

Carollo will work with the District's environmental planner and/or its environmental consultant to prepare the Environmental Application package. It is assumed environmental review of the project and development and adoption of the environmental documentation/certification will be prepared by either District staff or the District's environmental consultant. Environmental efforts performed by others will include:

- CEQA documentation (e.g., Notice of Availability, Environmental Impact Report, Declaration, Notice of Determination, Notice of Completion and MMRPs).
- Analysis required to complete the federal environmental coordination portion (CEQA-PLUS) of the environmental package, including but not limited to:
 - Section 7 of the Endangered Species Act and the Migratory Bird Treaty Act
 - Section 106 of the National Historic Preservation Act
 - Clean Air Act.
- Complete the Environmental Application Package including the Alternatives Analysis.
- Provide support in responding to requests for information from the SWRCB.

For this task, Carollo will review the SRF Environmental Package prepared by the District's environmental planner for completeness and provide the District and its environmental sub-consultant with review comments. As part of its review, Carollo will confirm consistency with the SRF package requirements and flag any omissions or conflicts with the environmental documentation. Carollo will work closely with District staff and/or the District's environmental consultant to identify critical milestones and, if required, develop a work plan that will minimize the time required to complete the environmental application package.

Technical Application Package

Carollo, working with District staff and its Program Manager, will prepare the draft and final technical application package leveraging information from existing Project documentation (e.g. TMF Package) and utilizing information provided by the District's design engineer and subsequently the selected Contractor. Carollo will identify required information and document key project information in order to meet the application requirements, streamline the technical package effort, and maximize flexibility for design changes.

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SRF Package Submittal and Review

As each SRF Application package is completed, or close to complete, Carollo will submit the packages and required attachments to the SWRCB FAAST system and coordinate with the SWRCB to verify successful submission of the project's SRF application package and identify any other required documentation for the SWRCB to accept the District's application as complete.

Once all application packages have been submitted to the SWRCB, Carollo will serve as the main point of contact for the SWRCB and/or provide support to District staff throughout the application review process. Carollo will work with the District and its consultants to promptly address review questions from the State to keep the SRF Package review on track and coordinate/communicate with the SWRCB during the package review process.

Task 6.2 Preparation of Final Budget Approval Package and Execution of Agreement

Carollo will develop and submit the FBA for the project as required to execute the final SRF Agreement with the SWRCB. The FBA consists of the final budget approval form and required attachments. Carollo will complete the FBA form and assemble the draft FBA package after contractor selection/award and required information being provided by the District or its consultant. Carollo will develop a draft FBA package for District review and comment on. Applicable District review comments will be incorporated into the final FBA package. Carollo will submit the FBA package to the FAAST system and notify the SWRCB project manager of its submittal. Carollo will work with the SWRCB project manager to expeditiously respond to questions/requests for information. Carollo will work with District staff to procure the requested information. The final FBA package (electronic) will be provided to the District for record keeping. The District will provide all required construction related attachments.

Carollo will assist the District with final execution of the SRF loan agreement, including District legal review, Bond Counsel Review and Closing Resolution. Carollo will prepare District staff with the details and requirements of the final agreement, provide input to the staff report, and will support the District's legal and financial departments throughout the negotiation process.

Task 6.3 Meetings

Carollo will prepare for and attend progress meetings to review project status, intermediate deliverables, and discuss various project-related issues with the project team as related to the SRF process. Preparation for the meetings includes developing meeting agenda, presentation materials and handouts, and minutes summarizing the discussion items, decisions, and action items from the meeting. A total of 12 meetings are anticipated for the SRF application process duration.

Task 7: Project Management

Carollo's Project Manager shall manage the efforts of the Carollo team throughout the duration of this Project. Project management will include preparation of project activities schedule, progress an expenditure tracking. Project Manager and Funding Specialist will participate in regular conference calls over the duration of the support effort.

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PROPOSED FEE AND SCHEDULE

Our proposed fee for this project is \$170,562 without the tasks in the contingency budget or \$195,694 total. An hour and task breakdown is shown in Attachment C. Assuming Carollo is authorized to proceed with this work within one (1) week of this proposal being received, we will complete the final LOI before the October 15, 2020 deadline for submission. Contingency will be considered activated once an Invitation to Apply for the WIFIA loan is received or if the District is not invited to apply, other authorization is given by the District for use of the budget.

Please do not hesitate to contact us if you have any questions or require additional information on this proposal.

Sincerely,

CAROLLO ENGINEERS, INC.



Jess C. Brown, Ph.D.
Senior Vice President
JCB/JHD:cjp



Juan H. Diaz-Carreras
Project Manager

Enclosures: Attachment A - Staff Resumes
Attachment B - Proposed Fee



Jess C. Brown, Ph.D., P.E.

Dr. Jess Brown is one of a handful of individuals who can say they've been working with the DDW for more than 20 years. In that time, he's circumnavigated their permitting process and received approvals for innovative technologies on three separate occasions. DDW picks up the phone when Jess call as he's viewed as a technical expert for drinking water. DDW staff rely on Jess for his knowledge on innovative technologies and new issues such as contaminants like PFAS.

Jess is Director of Carollo's Research and Development Practice and leads Carollo's biological drinking water treatment initiative. He has 21 years of experience in water, wastewater, and reclaimed water treatment specializing in drinking water process, applied research, and water quality testing methods. His work covers conventional through advanced treatment and has resulted in over 125 national and international presentations, 18 peer-reviewed publications, and 2 American Water Works Association (AWWA) best paper awards.

Education

PhD Environmental Engineering, University of Illinois, Urbana, 2002

MS Environmental Engineering, University of Illinois, Urbana, 1999

BS Civil Engineering, University of Illinois, Urbana, 1998

BA Environmental Science and Public Policy, Harvard University, 1995

Licenses

Professional Engineer, Florida

Professional Affiliations

American Water Works Association

International Water Association

Water Environment Federation

Technology Conference Technical Committee

Relevant Experience

DDW permitting lead for the PFAS Treatment System Planning Study for the Orange County Water District, CA. The project involves exploring long-term solutions to ensure that water supplies continue to meet all state and federal water quality standards. This includes pilot testing potential treatment techniques for removal of PFAS in the groundwater. Included in the pilot test is looking at 10 different carbons and four different resins to see which ones will work best. The project involves working closely with the DDW.

→ Technical lead on the LASAN TOS-53 Program Management Support Services. LASAN's \$5B program spans wastewater, solids resources, and watershed protection. Several projects are now proceeding with a progressive design build approach with Carollo's support for this new approach for the agency.

→ Technical lead for a three-year well head treatment project with the City of Delano, CA. During the project, a nine-month pilot study was performed to confirm anticipated design criteria for a two-stage, fixed-bed biotreatment system. The results of the pilot study were used to design, construct, and perform an approximately 12-month demonstration of a full-scale biological nitrate treatment facility.

→ Technical lead for a full-scale groundwater treatment project with West Valley Water District in Rialto, California. The project includes design, construction, and 6-month

operation of a two-stage, fixed-bed biotreatment system for removing nitrate, perchlorate, and TCE from the local groundwater.

→ Technical supervisor for a year-long pilot study at the City of Delano, CA, focused on using two-stage, fixed-bed biotreatment to remove hexavalent chromium from groundwater.

→ Project manager/lead process engineer for an eight-month pilot study at the Arlington Desalter Facility to evaluate the application of fixed-bed (FXB) biological treatment for the removal of nitrate from RO bypass water for the Western Municipal Water District, CA. The pilot testing included demonstration of sustained nitrate removal capabilities, identification and evaluation of process limitations and potential failure scenarios, and development of design and operating parameters for full-scale implementation of FXB bioreactors at the Arlington Desalter Facility. He also served as process engineer for preliminary design of the two-stage fixed-bed biological treatment system for full-scale implementation at the Arlington Desalter Facility.

→ Project manager/lead process engineer for a 15-month biodenitrification pilot study for the Cucamonga Valley Water District, CA. The project involved confirming anticipated design criteria for nitrate removal, attaining CA Department of Public Health conditional approval for biotita®-based dibromochloropropane (DBCP) treatment, demonstrating the stability of the system

Jess C. Brown, Ph.D., P.E.

under forced system disturbances, and familiarizing District staff with the system.

→ Principal investigator for Water Research Foundation Project 4459: Development of a Biofiltration Knowledge Base. The project included cataloging and summarizing design, operation, and monitoring strategies and experiences of North American biofiltration facilities. The project involved developing a dynamic, user-friendly biofiltration knowledge base that will aid water utilities in evaluation of biofiltration as a viable and proven approach for drinking water treatment.

→ Technical Lead for a West Valley Water District (WVWD) Rialto, CA/Department of Defense project focused implementing fixed-bed biotreatment. The objective of was to evaluate efficacy of using FXB biological treatment and post-treatment to remove perchlorate from groundwater and produce water that meets all drinking water standards. Using over 19 years of bench- and pilot-scale experience as a foundation, Carollo is providing a 950-gpm demonstration of FXB biological treatment for removing perchlorate from West Valley Water District's Well No. 11 and the City's Well No. 6 under a design-build delivery model. The fixed-bed process would be implemented in parallel with a fluidized-bed biological treatment process and would undergo a six-month demonstration phase as part of the requirements to earn a full-scale drinking water treatment facility permit with the CA Department of Public Health.

→ Co-principal investigator for dual Water Research Foundation/National Science Foundation projects with the University of Michigan that developed and optimized a fixed-bed bioreactor system for the simultaneous removal of nitrate and arsenic from drinking water. To complement the process optimization work, molecular processes (e.g., clone library analysis) are being used to characterize the key microbial communities in the fixed-bed bioreactor, and X-ray absorption spectroscopy is being used to identify the elemental and molecular composition of process residuals.

→ Project manager for a 5-month pilot study evaluating application of fixed-bed biological treatment for the removal of nitrate from RO bypass water at the Western Municipal Water District's Arlington Desalter Facility, CA. Specific pilot testing objectives include the demonstration of sustained nitrate removal capabilities, the identification and evaluation of process limitations and potential failure scenarios, and the development of design and operating parameters for full-scale implementation of FXB bioreactors at the Arlington Desalter Facility.

→ Process engineer for the design of the biodenitrification process + post-treatment as part of the Arlington Desalter Facility expansion in Riverside, CA. Working with the CA Department of Public Health as part of this work to secure permitting for this facility, which would be the only operating potable biodenitrification facility in the U.S. It would also be the first potable, centralized biodenitrification facility in the US.

→ Lead engineer for a white paper study designed to evaluate the design, operation, performance, cost, and footprint implications of installing a fixed-bed biological wellhead treatment for the City of Upland, CA, to remove nitrate, perchlorate, and TCE from groundwater.

→ Technical advisor to evaluate filter performance and backwash cycle of aerobic biological filters for the removal of assimilable organic carbon as part of an ozonation/color removal process for the Mesa Consolidated Water District, CA.

→ Technical advisor to evaluate media selection and underdrain design for an ozone biofiltration process for the City of Arlington, TX. The ozone biofiltration process is designed to remove TOC, iron, manganese, MIB, geosmin, and turbidity.

→ Project engineer for a GAC biofiltration pilot study associated with a 30-mgd plant expansion in Tempe, AZ. The pilot developed design parameters for upgrading the existing sand/anthracite filters with sand/GAC filters. The removal of taste and odor compounds and DBP precursors by GAC was examined.



Education

MA Public Administration, Florida Atlantic University, 1998

BA Environmental Studies, University of Pennsylvania, 1997

Juan H. Diaz-Carreras

Juan Diaz-Carreras has more than 20 years of experience in planning and project implementation, working with clients to develop sound public policy, as well as with stakeholders to make project implementation successful. His experience includes management of large projects and programs that included interaction with a full range of stakeholders, including NGOs, government agencies, and Native American Tribes both in the United States and in Peru.

Relevant Experience

→ Grant Support, West Valley Water District, Rialto, California. In support of a US Economic Development Authority grant application development application translated California Environmental Quality Act (CEQA) studies for use to support National Environmental Policy Act (NEPA) compliance. Took 2,000 pages of environmental documentation and developed a 15 page treatment to comply with NEPA and grant requirements. Leading negotiations with EDA to finish process to secure grant.

→ CEQA/permitting reviewer for the Regional Water Reclamation Facility Program Management project for Elsinore Valley Municipal Water District, California. The project consists of a comprehensive upgrade of the Regional plant to provide reliability and redundancy. The program scope includes the expansion of the Regional Water Reclamation Facility to increase capacity from 8 mgd to 12 mgd through the addition of an MBR treatment train. Also included is the upgrades and expansion of the Horsethief Canyon WRF from 0.5 mgd to 0.8 mgd. After experiencing schedule delays, substantial projected cost overruns, and funding challenges with its prior program management consultant, EVMWD retained Carollo to take over the program management for the subject projects. Within just a few months, Carollo partnered with EVMWD and its design consultant to provide direction to resume design activities, reviewed all pending deliverables, addressed funding challenges, and helped identify additional funding opportunities.

→ Principal-in-charge for the Asset Management Plan for Valley Sanitary District, California. The project involved the implementation of an asset management system for the District's treatment plant, including

integration with an existing system and training for District staff.

→ Project manager for the Lankershim Boulevard Green Street project for the City of Los Angeles Bureau of Sanitation, California. The project has the dual purpose of capturing stormwater for infiltration and greening the Lankershim corridor in Council District 2 located in the San Fernando Valley. The outreach component of the project aims at informing and engaging two distinct groups of stakeholders: business owners located along the 1.2 mile stretch between Victory Boulevard and Chandler Boulevard, and residents near the project site. The project will be implementing green systems along the corridor in phases in order to mitigate the negative impacts of traffic and reduced parking. Carollo will also conduct outreach during implementation of these green improvement to advise business owners of implementation activities near their storefronts. Components of these green systems include drywells, bio swales, and drought tolerant plant material. Trees will also be planted along the Lankershim corridor.

→ Director of Project Management for MWH Global, Pasadena, California. Responsible for the implementation of the Global Project Management Initiative in Latin America. Additionally responsible for Risk Management for new proposals and projects as well as Quality Management for ongoing projects. Revenue recognition responsibilities include working with the Regional Finance Director and Country Finance Managers monthly to ensure project reviews are being done appropriately and revenue is being recognized as per US GAAP. Also provide training in English and Spanish to Project Managers across the region on best practices and company policy.

Juan H. Diaz-Carreras

- Lead trainer for the Project Management Network for the City of Los Angeles Bureau of Sanitation (LASAN), California. Implemented the Project Management Network (PMN) for LASAN. The PMN involved facilitating group discussions on project management topics and one-on-one project management coaching. Project management related educational materials were developed and shared with PMN participants.
- Project manager and lead outreach specialist for the LA Zoo Parking Lot (Prop O) Public Outreach and Engagement, LASAN, California. Developed and implemented a public outreach and engagement plan for the LA Zoo Parking Lot Proposition O Project. Elements of the project included development of outreach messages and materials, presentations at various Neighborhood Council Meetings, small group discussions with community groups interested in the Zoo and Griffith Park and management of a public comment email address and telephone line. For each public comments received a specific response was drafted to indicate if and how that comment was incorporated into the project.
- Project manager and lead outreach specialist for the Kenter-Sunset Electrode Replacement Project Public Outreach and Engagement for the City of Los Angeles Department of Water and Power (LADWP), California. Developed and implemented a public outreach and engagement plan for the Kenter-Sunset Electrode Replacement Project, a contentious power system project that was in the process of evaluating alternatives, all of which included excavation of portions of Sunset Boulevard. In addition to developing messaging and materials, over 30 public meetings with presentations were held across the City of Los Angeles and the City of Santa Monica with vastly different socioeconomic demographics and varying degrees of English fluency. Comments received were incorporated into the CEQA documentation with individually drafted results. Key to this outreach was finding a simplified way to describe the infrastructure which while part of the power system, did not deliver power to businesses or residents.
- Project manager for the CERP Cultural Resources Management, South Florida Water Management District. Managed a \$2 million annual cultural resources program. Efforts included leading negotiations with two Native American Tribes to find mutually agreeable resolutions for the cultural resources encountered as part of the implementation of the Comprehensive Everglades Restoration Plan. Negotiations included facilitated workshops with Native American and State government representatives as well as one-on-one discussions regarding sometime sensitive cultural resources issues.
- Lead planner for the CERP Master Implementation Sequencing Plan, South Florida Water Management District. Led the development and stakeholder engagement for the Comprehensive Everglades Restoration Plan (CERP) Master Implementation Sequencing Plan (MISP). The MISP was the framework for implementation of the \$6.2 Billion restoration program which contained 68 component projects spread out over more than 30 years. Development of the MISP included facilitated stakeholder workshops that included state and local government officials, environmental groups, members of the public and private sector companies interesting in participating in the restoration projects. Messaging and materials were also developed for presentation at the local, State and Congressional levels.
- Management Executive for MWH Peru, Lima, Peru. Responsible for implementing both local and corporate strategy in Peru for MWH. In charge of special projects such as responses to internal and external audits, implementation of the strategic plan and communications with HQ. Managed key mining client in addition to other duties. Responsible for financial reporting for \$50 million in business in key areas of P&L, unbilled management and business development. Also responsible for managing a key client account that represented approximately US \$5 million in annual revenue in Peru.



Seema Bhimani Chavan, P.E.

Seema Chavan, is a Project Manager with Carollo Engineers with over 18 years of experience in environmental engineering. Her projects have focused on identifying and securing sources of local, state, and federal Loan/Grant funding, program management, coordination of environmental documentation/permitting (including agency coordination and permit acquisition), water quality/watershed issues, and public involvement.

Education

MS Environmental Engineering,
Northwestern University,
1997

BS Civil Engineering,
University of California,
Berkeley, 1993

Licenses

Civil Engineer, California

Professional Affiliations

American Academy of
Environmental Engineers

Water Environment
Federation

California Water
Environment Association

Relevant Experience

→ Project manager responsible for the development of the 2018 WIFIA Letter of Interest Package for the City of Kansas City, Missouri, Blue River WWTP Biosolids Facility Project. Project tasks included preparation of WIFIA Letter of Interest package; coordination with EPA and City staff; development of required documentation; and submittal of WIFIA package. WIFIA invited the City to complete the application process in order to secure approximately \$50 million in funding. Responsible for the development of the City's Application Package as part of the WIFIA process.

→ SRF Program Coordinator for the City of San Jose-Santa Clara Regional Wastewater Facility CIP Program to support the identification and application for SRF funding for the design/ engineering and construction of identified CIP projects. Project tasks include: coordination of communications between the Program and SRF staff; Development of an overall SRF Application Strategy for the multi-year, multi-project program; Assisting City Staff completing SRF Applications and reviewing applications for completeness/ consistency; Assisting City Staff on SWRCB discussions/ communications; Participation in meetings with Program and SRF staff; Support City staff in preparation of Grant Funding documents; Identification of Critical Issues; and training.

→ SRF Application Coordinator for the City of South San Francisco Water Quality Control Plant CWSRF Loan Assistance and CEQA Documentation. Project tasks include: Preparation of CWSRF loan application for \$53,400,000 for two CIP projects - wet weather improvements and digester rehabilitation project; Coordination of environmental documentation which included Initial Study/Mitigated Negative Declaration and

Addendum to meet CEQA-Plus SRF requirements; Coordination with City and SWRCB staff; and ISA negotiations. Project Manager responsible for the development of the Green Project Reserve Analysis Business Case, to demonstrate energy efficiency savings of the proposed project, to demonstrate project's categorization with the CWSRF IUP Priority Project List.

→ Project Engineer responsible for the development of the overall Funding Strategy document for the Santa Clara Valley Water District Expedited Program. Tasks included development of an understanding of the District's half billion dollar program; identification of each project within the program including schedule, project type, document readiness; review and identification of potential local, state and federal sources of funding for planning, design and construction; understanding of current federal authorizations; and development of overall funding strategy documents including identification of funding requirements (e.g. document readiness, application timelines, and project potential for award); and prioritization of funding opportunities to pursue/track.

→ Project Lead for evaluating and identifying grant and funding assistance opportunities for the City of Modesto. Tasks included review and identification of potential grant and loan funding opportunities for the implementation of planning, design, and construction activities associated with the proposed Direct Potable Reuse Project at the City of Modesto's Secondary and Tertiary WQCP. Tasks included the review of Federal, State and Local Funding programs; Coordination with Federal, State and Local agency staff; Identification of overall and specific funding opportunities as well as requirements (e.g. document readiness, application timelines, and project potential for award)

Seema Chavan, P.E.

applicable to the project; and identified two funding opportunities to pursue/track.

→ Project manager for the development of the Proposition 1 Pilot Study Grant Application Package for the City of Modesto's project. Tasks included identification of grant document requirements; coordination with SWRCB staff; review of technical documentation; and response to SWRCB review comments.

→ Project Lead for evaluating and identifying grant and funding assistance opportunities for the Cities of Cedar City and South Jordan, UT. Tasks included review and identification of potential grant and loan funding opportunities for the implementation of planning, design, and construction activities associated with a proposed reuse and DPR demonstration facility. Tasks included the review of Federal, State and Local Funding programs; Discussions with Federal, State and Local agency staff; Identification of overall and specific funding opportunities as well as requirements applicable to the project; and development of recommendations of funding opportunities to pursue/track.

→ Project Task Lead responsible for identifying a combined state loan and grant opportunity for the City of Willmar's (Minnesota) Northeast Water Treatment Plant Improvements for WWTF Salty Discharge Compliance. Tasks included review and identification of potential local, state, and federal grant/loan funding opportunities for the implementation of planning, design, and construction activities, Coordination with Federal, State and Local agency staff; Identification of specific funding opportunities including requirements (e.g. document readiness, application timelines, and project potential for award) applicable to the project; and development of funding application process. Responsible for the development of the required DWSRF and CWSRF application packages.

→ Project Engineer for the City of Santa Cruz's DWSRF funding assistance projects. Tasks include: Preparation of DWSRF loan application; Coordination with SWRCB staff, Coordination of environmental and engineering documentation with application

process, identification of alternate sources of funding and coordination of loan application package development and submittal. Project Engineer responsible for the development of an overall Grant Visioning workshop to identify potential funding opportunities for the City's \$350 million CIP.

→ WIFIA – Project Manager responsible for the 2018 WIFIA Letter of Interest Package for KCMO's Blue River WWTP Biosolids Facility Project and the 2017 WIFIA Letter of Intent submittal for the City of South San Francisco WQCP Wet Weather Improvements Project. Project tasks included Preparation of WIFIA Letter of Interest Package; Coordination with EPA and City Staff; Development of required documentation; and submittal of WIFIA package. Project Engineer responsible for the development of KCMO's Application Package as part of the WIFIA process.

→ Project Manager for the 2016 Santa Clara Valley Water District Clean Water Proposition 1 Grant and Start Revolving Fund application. The District is applying for \$6.7 million for Phases 1B/2A of the South County Recycled Water Project. Project tasks included: Development of the SRF Grant Application Packages and Supporting Information; Coordination with District staff; Coordination with SWRCB staff on the Application review; Identification and Resolution of issues impacting package review; and Review of Green Project Reserve Funding opportunities.

→ Project Manager for the 2016 and 2017 Santa Clara Valley Water District US Bureau of Reclamation WaterSMART Title XVI Grant Applications for the South County Recycled Water Project. The project was awarded the maximum \$4M grant in 2016 and an additional \$1.7 million in 2017 for construction of Phases 1B/2A of the South County Recycled Water Project. Project Tasks included: Development of Grant Application, Coordination with Santa Clara Valley Water District Staff; Coordination with US Bureau of Reclamation Staff; Development of Responses to Information Requests during application review; and Review/Comment of Draft Title XVI Grant Agreement. The District closed out its \$7M USBR obligation.

Seema Chavan, P.E.

→ Project Engineer for the 2017 and 2018 U.S. Bureau of Reclamation WaterSMART Title XVI Water Recycling Project Under WIIN Act Grant Application for the Pure Water Monterey Project and the City of San Buenaventura and. For each client, project tasks include: Identification of grant document requirements; Development of required grant project benefits; Preparation of the overall grant application package; Coordination and integration of multiple agency comments; Client support for Grant document submittal; and followup with Reclamation staff.

→ Funding Project Manager for the City of Antioch's Brackish Water Desalination Project. Funding sources include CA Department of Water Resources (DWR) Desalination Grant (\$10 Million), Drinking Water SRF Program loan financing, and WIFIA loan. Responsibilities include the management of the three funding agencies and various grant/loan applications and requirements. Engineer supported the development of the DWR Grant Package, response to questions on the grant submittal, review/comment on proposed grant agreement and overall grant implementation. Responsible for the development and submittal of the DWSRF loan application package; coordination with funding agencies; Coordination of environmental documentation which included EIR, CEQA-Plus SRF requirements and permits; Coordination with City and SWRCB staff. Responsible for the development of the WIFIA Application Package.

→ Funding Project Manager for the Elsinore Valley Municipal Water District. Brought in to help cleanup and streamline the agency's funding efforts.

- CWSRF Loan Applications. For the Upgrades Package, responsible for the revision and submittal the General, Environmental and Technical Packages including Green Project Reserve documentation to support a loan forgiveness of \$4 million. Identified environmental requirements and reviewed documents developed by others. For the Expansion Project, responsible for the development of the SRF Loan documents including all four packages, Project Report, Climate

Change Worksheet, Green Project Reserve Justification, and Climate Action Plan. Developed required sole source justification for the District's preferred DCS to SCADA vendor including Letter Justification, Coordination with SWRCB Management; and Review of legal finding and Board Resolution. Developed Quarterly and Disbursement Report templates and developed required reports for submittal to SWRCB.

Title XVI Program: Developed Title XVI Feasibility Study allowing the District to pursue Title XIV funding for its Horsethief Reclamation Facility. Provided review and guidance on the development of the Project's Title XVI 2018 Grant.



Lydia Holmes, P.E.

Lydia Holmes, a vice president with Carollo Engineers, has built her reputation on delivering strategic plans by listening to clients' needs and understanding the big picture. Her skills have been applied to high profile master planning and improvement projects. Along the way she has helped many clients obtain funding for their projects. Relevant project experience includes:

Education

MS Environmental Engineering, University of California, Davis, 1995

BS Civil Engineering, University of California, Davis, 1992

Licenses

Civil Engineer, California

Professional Affiliations

Envision TM Sustainability Professional

Water Environment Federation

Relevant Experience

→ Project Manager for Basis of Design and Permitting and Funding for VenturaWater-Pure for City of Ventura. Developing preliminary design for IPR and DPR concepts as well as engineers report and ROWD for getting approval of the potable reuse program from RWQCB and DDW. Supporting CEQA efforts and feasibility of ocean desalination and new outfall. Grant writing for USBR Title XVI WIIN with initial award of \$2.5M.

→ Principal-in-charge for Prop 1 Stormwater grant application for City of Salinas. This \$10 million grant application for a disadvantaged community would help better manage stormwater resources and leverage regional water resources in conjunction with Pure Water Monterey.

→ Principal-in-charge for three USBR Title XVI WIIN grant applications for Pure Water Monterey. Awarded \$4.1 Million so far with outstanding applications still pending. This project addresses critical water needs in an overdrafted groundwater basin that suffers from sea water intrusion. The project also addresses environmental needs by replacing surface water diversions that have impacted endangered species.

→ Principal-in-charge for the City of Santa Cruz, California, Drinking Water SRF funding assistance projects. Tasks include: preparation and submittal of two Drinking Water SRF loan applications for the Graham Hill WTP Concrete Tanks Project and the Newell Creek Inlet/Outlet Pipeline Project; coordination with SWRCB staff; coordination of environmental, financial, and engineering documentation with application process; and identification of potential sources of loan and grant funding for various CIP projects. Developed an overall Grant Visioning workshop to identify potential funding opportunities for the City's \$350 million CIP.

→ Project manager for funding for Pure Water Soquel, a groundwater replenishment and seawater intrusion prevention project that will use water purification to provide a reliable, sustainable, and drought-proof water supply for Soquel Creek Water District's customers. Responsible for assisting the District prepare a feasibility study that meets the State Water Resources Control Board (SWRCB) and USBR Title XVI recycled water planning grant requirements. Assisted in obtaining grant funding.

→ Project manager for San Luis Obispo County, California, Grant Funding Efforts, including the 2014 IRWM Drought Grant (\$6.3 million awarded), the 2015 IRWM Grant (\$3.7 million awarded), and a USBR Basin Study Grant application (\$2.1 million awarded). Responsible for coordinating the grant team, multiple agencies (grant applicants), and assembling grant applications.

→ Project manager for Valley Water, California, Expedited Funding Program for Potable Reuse. Coordinated the grant team to develop a funding strategy for the District's \$800 million reuse program. Responsible for preparing grant applications for USBR Title XVI WaterSMART grant, as well as for Proposition 1/State Revolving Fund Loan application. Current efforts include developing a research agenda to support the District's reuse program considering research needs for IPR, DPR and concentrate management. The research agenda will then be paired up with identified funding opportunities to determine which to pursue.

→ Principal-in-charge for recycled water feasibility studies for the City of Mountain View funded by grants from the SWRCB and US Bureau of Reclamation (Title XVI). Considered opportunity to expand system to serve growing Silicon Valley area, including redevelopment of Moffat Field.

Lydia Holmes, P.E.

- Project engineer for the Los Osos Wastewater Treatment Plant Project Development project for San Luis Obispo County, California. The project developed plans for a future wastewater treatment plant and sewer system to satisfy the RWQCB requirements, as well as meet water management and other environmentally responsible objectives of the community. Worked with the County to develop a list of alternatives including: effluent disposal/reuse, treatment technology, solids treatment and disposal, treatment plant siting, and collection system. Refined the alternatives and identified viable project alternatives that can be permitted, funded, and constructed in the near future. Throughout the project, Carollo supported the County in obtaining funding, in reviewing and complying with environmental requirements, in preparing for the Proposition 218 election, and in providing due diligence to meet the requirements of the RWQCB, stakeholders, and others.
- Project manager for the County of San Luis Obispo, California, Paso Robles Paso Robles Basin Supply Options Study. The project was initiated to identify options to bring supplemental supplies into a groundwater basin that has faced severe groundwater level declines. Options considered include State Water, Recycled Water, and Nacimiento Water (surface water supplies). Coordinated with County, municipal, and local stakeholders to screen and evaluate alternatives. A separately developed watershed and basin model were used to compare long term benefits for each alternative.
- Principal in charge for the City of Arcata Wastewater Treatment Facility Improvements project. Project included the development of a facility plan that incorporated a condition assessment of the existing facilities and development of a phased project for the rehabilitation of the existing plant and addition of treatment capacity. Currently the improvement project is being designed to replace aging assets and meet effluent limits. Supporting the City's efforts to obtain SRF loans to pay for construction.
- Project manager for San Mateo Integrated Wastewater Master Plan. Evaluated long term needs of the wastewater collection and treatment system to address aging infrastructure as well as meet current and future permit requirements.
- Project manager for the South San Francisco/San Bruno Wastewater Facility Plan. Examined facility to determine future needs to comply with more stringent Bay discharge requirements including reduced blending and near shore discharges during wet weather.
- Co-project manager for the development of a 30-year wastewater master plan for the City and County of San Francisco as part of a joint venture. Carollo provided the project management for the master plan, which includes providing the overall direction of work, coordinating the other joint venture members and subconsultants, preparing materials for presentations to the SFPUC, facilitating team brainstorming workshops, and developing evaluation criteria (including sustainability and greenhouse gases) to screen and compare alternatives.
- Project manager for the City of Davis, California, Wastewater Strategic Master Plan and Preliminary Design. The plan considers alternate discharge locations, including reuse, changes in regulations, and alternative treatment trains to meet regulatory scenarios. Process performance and capacity of the existing plant was evaluated
- Project engineer for a planning study for the City of Petaluma, California, Water Recycling Facility Project. Responsible for developing alternatives for new treatment facilities to replace the City's 1938 wastewater treatment plant. The new facilities will produce California Title 22 unrestricted use quality water. Alternatives evaluated include advanced facultative ponds, aerated lagoons, primary clarifiers followed by oxidation ponds, activated sludge, and extended aeration

ATTACHMENT B
West Valley Water District
Water Infrastructure Finance and Innovation Act 2020 and State of California SRF Fee Estimate
September 14, 2020

Task	Task Description	Carollo Labor								Other Direct Costs (ODC)				Total Cost	
		Project Manager	QA/QC Reviewer	Grant Specialist	Assistant Prof.	Admin /WP/ Graphics	Total Hours	Labor Cost	PECE	Printing	Mileage				Total ODC Cost
											Trips	Amount	Flights		
WIFIA Funding															
1.0	Project Information Collection & Review/Confirmation of Project Packaging	6	6	10	16	2	40	\$8,274	\$520	\$0	0	\$0	\$0	\$520	\$8,794
1.1	Report/Data Collection/Review	4	4	6	12	0	26	\$5,014	\$338	\$0	0	\$0	\$0	\$338	\$5,352
1.2	WIFIA Kickoff Meeting	2	2	4	4	2	14	\$3,260	\$182	\$0	0	\$0	\$0	\$182	\$3,442
2.0	Prepare WIFIA Letter of Interest	12	20	42	62	16	152	\$34,520	\$1,976	\$0	0	\$0	\$0	\$1,976	\$36,496
2.1	Draft WIFIA LOI	8	16	30	54	8	116	\$26,428	\$1,508	\$0	0	\$0	\$0	\$1,508	\$27,936
2.2	Final WIFIA LOI & Package Submittal	4	4	12	8	8	36	\$8,092	\$468	\$0	0	\$0	\$0	\$468	\$8,560
3.0	WIFIA Application Package Assistance	16	8	40	112	8	184	\$39,976	\$2,392	\$0	\$0	\$0	\$0	\$2,392	\$42,368
3.1	Develop Application Package	16	8	40	112	8	184	\$39,976	\$2,392	\$0	0	\$0	\$0	\$2,392	\$42,368
4.0	WIFIA Agreement Development Support	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
5.0	WIFIA Compliance Requirements (To be scoped)														
SRF Funding															
6.0	SRF Application	28	4	84	80	0	196	\$46,604	\$2,548	\$0	0	\$0	\$0	\$2,548	\$49,152
6.1	SRF Application Development	8	4	32	64	0	108	\$24,152	\$1,404	\$0	0	\$0	\$0	\$1,404	\$25,556
6.2	Preparation of Final Budget Approval Package and Agreement Execution	8	0	16	16	0	40	\$9,552	\$520	\$0	0	\$0	\$0	\$520	\$10,072
6.3	SWRCB Coordination/Calls and Meetings	12	0	36	0	0	48	\$12,900	\$624	\$0	0	\$0	\$0	\$624	\$13,524
7.0	Project Management	72	0	36	0	16	124	\$32,140	\$1,612	\$0	0	\$0	\$0	\$1,612	\$33,752
7.1	Project Administration/Management	18	0	0	0	8	26	\$6,188	\$338	\$0	0	\$0	\$0	\$338	\$6,526
7.2	Progress Meetings/Calls	54	0	36	0	8	98	\$25,952	\$1,274	\$0	0	\$0	\$0	\$1,274	\$27,226
Project Total (without contingent tasks) =		134	38	212	270	42	696	\$161,514	\$9,048	\$0	\$0	\$0	\$0	\$9,048	\$170,562
8.0	Contingency - Pending LOI Response and Client Direction														
3.2	EPA Coordination/Application Review	12	8	40	0	8	68	\$17,440	\$884	\$0	0	\$0	\$0	\$884	\$18,324
4.1	WIFIA Agreement Development Support	8	0	16	0	0	24	\$6,496	\$312	\$0	0	\$0	\$0	\$312	\$6,808
Project Total (with contingent tasks) =		154	46	268	270	50	788	\$185,450	\$10,244	\$0	\$0	\$0	\$0	\$10,244	\$195,694

Legend:
 PIC Principal-in-Charge
 PM Project Manager
 WP Word Processor
 PECE Project Equipment Communication Expense

ODC Unit Costs:
 PECE (\$/hr): \$13.00
 Mileage (\$/mi): \$0.545



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Carollo Engineers, Inc

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of September, 2020 (“Effective Date”) is by and between West Valley Water District (“District”) and Carollo Engineers, Inc., (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2 If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
 - (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;
 - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2 Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1 Consultant will not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding

services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

- 17.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr.
General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Carollo Engineers, Inc
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
Attention: Jess Brown
Senior Vice President

(Tel.) 714-593-5100

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

or

*Mail: West Valley Water District
Accounts Payable
P.O. Box 190
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has

had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Channing Hawkins, Board President

By _____
Clarence C. Mansell, Jr., General Manager

By _____
Peggy Asche, Acting Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

Carollo Engineers Inc., _____

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this **17th day of September, 2020** by and between West Valley Water District, a public agency of the State of California (“District”) and Carollo Engineers, Inc., (“Consultant”).

RECITALS

- A. On or about Septmeber 17, 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit “1” attached hereto and by this reference incorporated herein.
2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit “2” attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit “2,” unless additional compensation is approved in writing by the District.
3. Consultant shall perform the services described in Exhibit “1” in accordance with the schedule set forth in Exhibit “3” attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.
4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell, Jr., General Manager

Peggy Asche, Acting Board Secretary

Robert Tafoya, Tafoya Law Group

CONSULTANT:

Carollo Engineers Inc.,

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

See attached proposal.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION
See attached proposal.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

See attached proposal.

EXHIBIT B**KEY PERSONNEL**

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

See attached proposal.

EXHIBIT C
INSURANCE

A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement

B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant’s indemnity

obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.